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**CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY  
AND RELATED DOCUMENTS**

**ISSUED BY**

**THE GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES  
(AUTHORIZING BODY)**

**ISSUED TO**

**COVENANT HOUSE ACADEMY MUSKEGON  
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF**

**COVENANT HOUSE ACADEMY MUSKEGON**

**AS A**

**PUBLIC SCHOOL ACADEMY**

**DATED:  
JULY 1, 2014**

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## Contract to Charter a Public School Academy

Pursuant to Part 6a of the Revised School Code (“Code”), being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the Grand Valley State University Board of Trustees (“University Board”) issues a contract to Covenant House Academy Muskegon (the “Academy”), to be effective July 1, 2014, confirming the Academy’s status as a public school academy in this State. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

### ARTICLE I

#### DEFINITIONS

Section 1.1. Certain Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever capitalized, shall have the meaning set forth in this section:

- a) **Academy** means the Michigan non-profit corporation authorized by this Contract.
- b) **Academy Board** means the Board of Directors of the Academy authorized by this Contract. **Academy Board member** or **Academy Director** means an individual who is a member of the Academy Board, whether in the past, present or future.
- c) **Applicable Law** means all state and federal law applicable to public school academies.
- d) **Applicant** means the person or entity that submitted the public school academy application to the University for the establishment of the Academy.
- e) **Application** means the public school academy application and supporting documentation submitted to the University for the establishment of the Academy.
- f) **Authorization Resolution** means the resolution adopted by the Grand Valley State University Board of Trustees approving the issuance of a Contract.
- g) **Charter School** means public school academy.
- h) **Code** means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- i) **Contract** means, in addition to the definitions set forth in the Code, the Terms and Conditions and the Schedules.

- j) **Educational Service Provider or “ESP”** means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the University Charter Schools Office Director for review as provided in Section 11.11 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the Charter Schools Office Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- k) **Fund Balance Deficit** means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing from, or monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- l) **Management Agreement or ESP Agreement** means an agreement as defined under section 503c of the Code, MCL 380.503c that has been entered into between an ESP and the Academy Board for operation and/or management of the Academy, which has been submitted to the University Charter Schools Office Director for review as provided in Section 11.11 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the CSO Educational Service Provider Policies as they may be amended from time to time, and Applicable Law.
- m) **Master Calendar of Reporting Requirements (MCRR)** means the compliance certification duties required of the Academy by the University Board. The University Charter Schools Office may amend the MCRR each fiscal year or at other times as deemed appropriate by the University President. These changes shall be automatically incorporated into the Contract and shall be exempt from the Contract amendment procedures under Article IX of these Terms and Conditions.
- n) **Method of Selection Resolution** means the resolution adopted by the University Board providing for the method of selection, length of term, number of members, qualification of Board Academy members and other pertinent provisions relating to the Academy Board.
- o) **Resolution** means any resolution adopted by the Grand Valley State University Board of Trustees.
- p) **Schedules** mean the schedules incorporated into and part of the Terms and Conditions.



- q) **Terms and Conditions** means this document entitled Terms and Conditions of Contract issued by the Grand Valley State University Board of Trustees.
- r) **University** means Grand Valley State University established pursuant to Article VIII, Sections 4 and 6 of the 1963 Michigan Constitution and MCL 390.841 *et seq.*
- s) **University Board** means the Grand Valley State University Board of Trustees.
- t) **University Charter Schools Hearing Panel** or **Hearing Panel** means such person(s) as designated by the University President.
- u) **University Charter Schools Office** or **CSO** means the office the University Board, by issuance of this Contract, hereby designates as the point of contact for public school academy applicants and public school academies authorized by the University Board. The University Charter Schools Office is also responsible for managing, implementing, and overseeing the University Board's responsibilities with respect to the Contract.
- v) **University Charter Schools Office Director** or **CSO Director** means the person designated by the University President to administer the operations of the University Charter Schools Office.
- w) **University President** means the President of Grand Valley State University or his or her designee.

Section 1.2. Schedules. All Schedules to this Contract are part of this Contract.

Section 1.3. Statutory Definitions. Statutory terms defined in the Code shall have the same meaning in this Contract.

Section 1.4. Application. The Application submitted to the University Board for the establishment of the Academy is incorporated into, and made part of, this Contract. In the event that there is an inconsistency or dispute between materials in the Application and the Contract, the language or provisions in the Contract shall control.

Section 1.5. Conflicting Contract Provisions. In the event that there is a conflict between the language contained in the provisions of this Contract, the Contract shall be interpreted as follows: (i) the Method of Selection Resolution shall control over any other conflicting language in the Contract; (ii) the Authorizing Resolution shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution; (iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution and the Authorizing Resolution; and (iv) the Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution, Authorizing Resolution and these Terms and Conditions.

## ARTICLE II

### **ROLE OF GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES AS AUTHORIZING BODY**

Section 2.1. University Board Resolutions. For purposes of this Contract, the University Board has adopted the following resolutions:

(a) Method of Selection Resolution. The University Board has adopted the Method of Selection Resolution, which is incorporated into this Contract as part of Schedule 1. At anytime and at its sole discretion, the University Board may amend the Method of Selection Resolution. Upon University Board approval, changes to the Method of Selection Resolution shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of the Terms and Conditions.

(b) Authorizing Resolutions. The University Board has adopted the Authorizing Resolution, which is incorporated into this Contract as part of Schedule 1.

Section 2.2. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The University Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The Academy shall perform the compliance certification duties required by the University Board as outlined in the Contract incorporated into this Contract as Schedule 5. Additionally, the Academy shall be responsible for the following:

- a) In the event that the University President determines that the Academy's educational outcomes should be reviewed to help determine if the Academy is meeting the educational goals set forth in the Schedules, the University President, at his or her discretion, may require an objective evaluation of student performances by an educational consultant, acceptable to both the Academy and the University President. The Academy shall pay for the expense of the evaluation. In addition, at any time, the University President may require an evaluation of student performance to be selected by and at the expense of the University. The Academy shall cooperate with the evaluation, including any student testing required.
- b) Within ten (10) days of receipt, the Academy shall notify the University Charter Schools Office of correspondence received from the Department of Education or State Board of Education that requires a written or formal response.
- c) Within ten (10) days of receipt, the Academy shall report to the University Charter Schools Office and the University Counsel Office any litigation or formal proceedings alleging violation of Applicable Law or contractual agreement against the Academy, its officers, employees, agents, and/or contractors.
- d) The Academy shall permit review of the Academy's records and inspection of its premises at any time by representatives of the University. Normally, such inspections

shall occur during the Academy's hours of operation and after advance notice to the Academy.

- e) The Academy shall provide the Charter Schools Office with copies of reports and assessments concerning the educational outcomes achieved by pupils attending the Academy and shall provide necessary approvals for the Charter Schools Office to access electronic information received or stored by the State of Michigan including, but not limited to, the Department of Education or other agency authorized by the State to collect school data.
- f) The Academy shall submit audited financial statements, including auditor's management letters and any exceptions noted by the auditors, to the University Charter Schools Office. The financial statements and auditor's management letters shall be submitted to the University Charter Schools Office within ninety (90) days after the end of the Academy's fiscal year.
- g) The Academy shall provide the University Charter Schools Office with a copy of the proposed annual budget for the upcoming fiscal year of the Academy no later than July 1st. The Academy Board is responsible for establishing, approving and amending the annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*, and for providing all amendments and revisions to the University Charter Schools Office following Academy Board approval.
- h) The Academy shall provide to the University Charter Schools Office minutes of all Academy Board meetings no later than fourteen (14) days after such meeting.

Section 2.3. University Board Administrative Fee. During the term of this Contract, the Academy shall pay the University Board an administrative fee of 3% of the state school aid payments received by the Academy. For purposes of this Contract, state school aid payments received by the Academy in July and August in any given year shall be deemed to have been received by the Academy during the Contract term. This fee shall be retained by the University Board from each state school aid payment received by the University Board for forwarding to the Academy. This fee shall compensate the University Board for issuing the Contract and overseeing the Academy's compliance with the Contract and all Applicable Law.

Section 2.4. University Board as Fiscal Agent for the Academy. The University Board is the fiscal agent for the Academy. The University Board shall, within three (3) business days, forward to the Academy all state school aid funds or other public or private funds received by the University Board for the benefit of the Academy. The University Board shall retain any amount owed to the University Board by the Academy pursuant to this Contract. For purposes of this section, the responsibilities of the University Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 4.

Section 2.5. Authorization of Employment. The Academy may employ or contract with personnel. If the Academy contracts for personnel with an Educational Service Provider, the Academy shall submit a draft of the proposed agreement to the University Charter Schools

Office for review. The University Charter Schools Office may disapprove the proposed agreement if it contains provisions in violation of this Contract or Applicable Law. No ESP agreement shall be effective unless and until the agreement complies with Section 11.12 of these Terms and Conditions. With respect to Academy employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. The Academy Board shall prohibit any individual from being employed by the Academy, an ESP, or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. The Academy shall be responsible for carrying worker's compensation insurance and unemployment insurance for its employees.

Section 2.6. Financial Obligations of the Academy are Separate from the State of Michigan, University Board and the University. Any contract, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the University Board, or the University. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of the University Board or the University shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.7. Academy Has No Power to Obligate or Bind State of Michigan, University Board or the University. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, University Board or the University, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, University Board or the University in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

Section 2.8. Authorizing Body Contract Authorization Process. Pursuant to the Code, the University Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract term set forth in Section 12.14 without any further action of either the Academy or the University Board. Prior to the end of the Contract term, the University Board shall provide a description of the process and standards by which the Academy may be considered for the issuance of a new contract. The timeline for consideration of whether to issue a new contract to the Academy shall be solely determined by the University Board. The standards for issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the University Board as the most important factor of whether to issue or not issue a new contract. The University Board, at its sole discretion, may change its process and standards for issuance of a contract at anytime, and any such changes shall take effect automatically without the need for any amendment to this Contract. Consistent with the Code, the University Board may elect, at its sole discretion, not to consider the issuance of a contract,

consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

### **ARTICLE III**

#### **REQUIREMENT THAT ACADEMY ACT SOLELY AS GOVERNMENTAL AGENCY OR ENTITY AND POLITICAL SUBDIVISION**

Section 3.1. Governmental Agency or Entity and Political Subdivision. The Academy shall act exclusively as a governmental agency or entity and political subdivision.

Section 3.2. Other Permitted Activities. Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. Subject to Section 2.5 and Section 6.15 of the Terms and Conditions, the Academy may enter into agreements with other public schools, public school academies, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.

### **ARTICLE IV**

#### **PURPOSE**

Section 4.1. Academy's Purpose. The Academy Board shall identify the purpose or mission of the Academy. Any subsequent changes to the Academy's purpose or mission shall be carried out by amendment in accordance with Article IX of these Terms and Conditions. The Academy's stated purpose or mission shall be set forth in the Schedules.

### **ARTICLE V**

#### **CORPORATE STRUCTURE OF THE ACADEMY**

Section 5.1. Articles of Incorporation. Unless amended pursuant to Section 9.2 of Article IX herein, the Articles of Incorporation of the Academy, as set forth in Schedule 2, shall be the Articles of Incorporation of the Academy. The Academy Board represents to the University Board that Schedule 2 includes all amendments to the Academy's Articles of Incorporation as of the date set forth above.

Section 5.2. Bylaws. Unless amended pursuant to Section 9.3 of Article IX herein, the Bylaws of the Academy, as set forth in Schedule 3, shall be the Bylaws of the Academy. The Academy Board represents to the University Board that Schedule 3 includes all amendments to the Academy's Bylaws as of the date set forth above.

## ARTICLE VI

### OPERATING REQUIREMENTS

Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the governance structure as set forth in its Bylaws. The Academy's Board of Directors shall meet at least six times per fiscal year, unless another schedule is mutually agreed upon by the University President and the Academy.

Section 6.2. Contributions and Fund Raising. The Academy may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Academy is for the benefit of the University. The University shall not be required to receive any contributions or donations for the benefit of the Academy. If the University receives contributions or donations for the benefit of the Academy, it shall forward such funds to the Academy within three (3) business days of receipt.

Section 6.3. Educational Goals and Programs. The Academy shall pursue the educational goals and programs identified and contained in the Schedules. The educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils. Such goals and programs may be amended pursuant to Section 9.1 of Article IX of the Terms and Conditions. Upon request, the Academy shall provide the University Charter Schools Office with a written report, along with supporting data, assessing the Academy's progress toward achieving its goal(s).

Section 6.4. Curriculum. The Academy shall have flexibility in developing, realigning, and implementing the curriculum identified in the Schedules. Any changes to the curricula shall be administered pursuant to Section 9.1 of Article IX of the Terms and Conditions, and such proposed curricula shall be designed to achieve the Academy's overall educational goals and State's educational assessment objectives.

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan Education Assessment Program (MEAP) test or the Michigan Merit Examination (MME) designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;

- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

The University Board may use such reports, assessments and test results in making its decision to suspend, terminate, or not issue a new contract at the end of the Contract, or revoke the Contract.

Section 6.6. Staff Responsibilities. Subject to Section 2.5 Article II of the Terms and Conditions, the University Board authorizes the Academy to employ or contract with an Educational Service Provider. A copy of the ESP agreement shall be included in the Schedules.

Section 6.7. Admission Policy. The Academy shall comply with all application, enrollment and admissions policies and criteria required by Applicable Law. A copy of the Academy's admission policies and criteria are set forth in the Schedules. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the University Charter Schools Office that demonstrates the following:

- a) the Academy has made a reasonable effort to advertise its enrollment efforts to all pupils; and
- b) the Academy's open enrollment period was for a duration of at least 2 weeks and permitted the enrollment of pupils by parents at times in the evening and on weekends.

Section 6.8. School Calendar/School Day Schedule. The Academy shall comply with all minimum standards governing the length of the school term, minimum number of days and hours of instruction required by Applicable Law. The Academy agrees to make available to the CSO Office a copy of the School Calendar/School Day Schedule for each academic school year no later than July 1<sup>st</sup>. A copy of the School Calendar/School Day Schedule shall be automatically incorporated into the Schedules, without the need for an amendment under Article IX of the Terms and Conditions.

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate Ninth through Twelfth grade(s). The Academy may add additional grades and vocational programs in the future, pursuant to Section 9.1 of Article IX of the Terms and Conditions.

Section 6.10. Annual Financial Audit. The Academy shall conduct an annual financial audit prepared and reviewed by an independent certified public accountant in accordance with generally accepted governmental auditing principles. The Academy shall submit the annual financial statement audit and auditor's management letter to the Charter Schools Office in accordance with the MCRR. The Academy Board shall provide to the Charter Schools Office a copy of any responses to the auditor's management letter in accordance with the MCRR.

Section 6.11. Address and Description of Proposed Site(s); Process for Expanding Academy's Site Operations. The proposed address and physical plant description of the

Academy's proposed site or sites is set forth in Schedule 7-8. Following Academy Board and University Board approval, proposed changes to the address and description of any site or sites shall be incorporated into this Contract by amendment. With the approval of the University Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 7-8 are under the direction and control of the Academy Board.

The University Board's process for evaluating and approving the same configuration of age or grade levels at more than one (1) site is as follows:

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the University Charter Schools Office an application for site expansion, in a form or manner determined by the University Charter Schools Office. The application for site expansion shall include all information requested by the University Charter Schools Office, including detailed information about the site, revised budget, renovation and site improvement costs, the Academy's proposed operations at the site, and the information provided in Contract Schedules 7-8. Upon receipt of a complete application for site expansion, the University Charter Schools Office shall review the application for site expansion and make a recommendation to the University Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the University Charter Schools Office of the application for site expansion shall include a determination by the Charter Schools Office that the Academy is operating in compliance with the Contract and is making measureable progress toward meeting the Academy's educational goals. The University Board may consider the Academy Board's site expansion request following submission by the University Charter Schools Office of a positive recommendation.

If the University Board approves the Academy Board's site expansion request, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The University Board reserves the right to modify, reject, or approve any application for site expansion in its sole and absolute discretion.

Section 6.12. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles, and accounting system requirements that comply with Applicable Law.

Section 6.13. Placement of University Student Interns. The Academy may be a placement site for University students who are in education or other pre-professionals in training to serve in public schools. Such placement shall be without charge to the University and subject to other terms and conditions as the Academy and the University agree.

Section 6.14. Disqualified Organizational or Contractual Affiliations. The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the state or federal constitutions, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or contractual affiliation with or constitute a church or other religious organization. Nothing in this



Section shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief.

Section 6.15. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the University Charter Schools Office for review. Any matriculation agreement entered into by the Academy shall be added to the Schedules through a contract amendment approved in accordance with the Contract. Until the matriculation agreement is incorporated into the Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

Section 6.16. Posting of Adequate Yearly Progress (AYP) and Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the adequate yearly progress status and accreditation status of each school in accordance with section 1280E of the Code, MCL 380.1280E.

## **ARTICLE VII**

### **TUITION PROHIBITED**

Section 7.1. Tuition Prohibited: Fees and Expenses. The Academy shall not charge tuition. The Academy may impose fees and require payment of expenses for activities of the Academy where such fees and payments are not prohibited by law.

## **ARTICLE VIII**

### **COMPLIANCE WITH PART 6A OF THE CODE AND OTHER LAWS**

Section 8.1. Compliance with Part 6a of the Code. The Academy shall comply with Part 6a of the Code.

Section 8.2. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended from time to time. The Academy may expend funds from the State School Aid Act for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 8.3. Open Meetings Act. Pursuant to Section 503(6)(a) of the Code, the Academy Board shall conduct all of its meetings in accordance with the Michigan Open Meetings Act, Act No. 267 of the Public Acts of 1976, as amended, being Sections 15.261 to 15.275 of the Michigan Compiled Laws.

Section 8.4. Freedom of Information Act. Pursuant to Section 503(6)(b) of the Code, the records of the Academy shall be records subject to the provisions of the Michigan Freedom of Information Act ("FOIA"), Act No. 442 of the Public Acts of 1976, as amended, being Sections 15.231 to 15.246 of the Michigan Compiled Laws. The Academy Board shall designate

a freedom of information coordinator to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.

Section 8.5. Public Employees Relation Act. Pursuant to Section 503(6)(c) of the Code, the Academy shall comply with Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.217 of the Michigan Compiled Laws. Organizational efforts and collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 8.6. Prevailing Wage on State Contracts. The Academy shall comply with the Prevailing Wage on State Contracts statute, Act No. 166 of the Public Acts of 1965, being Sections 408.551 to 408.558 of the Michigan Compiled Laws.

Section 8.7. Uniform Budgeting and Accounting Act. The Academy shall comply with the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of 1968, being MCL 141.421 to 141.440a.

Section 8.8. Revised Municipal Finance Act of 2001. With respect to the Academy's borrowing money and issuance of bonds, the Academy shall comply with section 1351a of the Code and Part VI of the Revised Municipal Finance Act of 2001, Act No. 34 of the Public Acts of 2001, being MCL 141.2601 to 141.2613 of the Michigan Compiled Laws, except that the borrowing of money and issuance of bonds by the Academy is not subject to section 1351a(4) or section 1351(2) to (4) of the Code. Bonds issued by the Academy are subject to the revised municipal finance act, 2001 PA 34, MCL 141.2101 to 141.2821.

Section 8.9. Non-discrimination. The Academy shall be separately responsible for compliance with applicable laws pertaining to equal opportunity and anti-discrimination laws such as the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, as amended, being MCL 37.2101 to 37.2804, the Michigan Handicappers' Civil Rights Act, Act No. 22 of the Public Acts of 1976, as amended, being MCL 37.1101 to 37.1607, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 *et seq.* or any successor law.

Section 8.10. Other State Laws. The Academy shall comply with other state laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state law to the Academy.

Section 8.11. Federal Laws. The Academy shall comply with federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

## **ARTICLE IX**

### **AMENDMENT**

Section 9.1. Process for Amending the Contract. Either party may propose changes in this Contract or may propose a meeting to discuss potential revision of this Contract. Except as provided in Sections 2.1, 5.1 and 6.11, the University Board delegates to its University President

the review and approval of changes or amendments to this Contract. The Academy Board may delegate the same authority to the Academy Board President. The Contract shall be amended upon agreement and approval of the respective authorized designees.

Section 9.2. Process for Amending Academy Articles of Incorporation. The Academy Board, or any authorized designee of the Academy Board, may propose changes to the Academy's Articles of Incorporation. The Academy shall be authorized to make such changes to its Articles upon a majority vote of the University Board members attending a University Board meeting. Upon University Board approval, the Academy Board's authorized designee is authorized to file the amendment to the Academy's Articles of Incorporation with the appropriate state agency. Upon receipt of the filed amendment, the Academy shall forward the filed amendment to the University Charter Schools Office. The filed amendment shall be automatically incorporated into Schedule 2 of this Contract upon receipt of the amendment by the University Charter Schools Office. If the University identifies a provision in the Articles of Incorporation that violates or conflicts with this Contract, due to a change in law or other reason, after approval has been given, it shall notify the Academy Board in writing and the Academy Board shall amend the Articles of Incorporation to make them consistent with the Contract. If the change is requested by the University, the University shall reimburse the Academy for the filing fees payable to the Michigan Department of Labor and Economic Growth.

Section 9.3. Process for Amending Academy Bylaws. The Academy Board shall submit proposed Bylaw changes to the Charter Schools Office, for review and comment, at least thirty (30) days prior to Academy Board adoption. The Academy's Bylaws, and any subsequent or proposed changes to the Academy's Bylaws, shall not violate or conflict with the Contract. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with Applicable Law or this Contract, the Academy Board's Bylaws shall be automatically void and the Academy Board shall amend the identified provision to be consistent with Applicable Law and the Contract. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt by the University Charter Schools Office of a duly authorized Academy Board Bylaw change made in accordance with this Section 9.3.

Section 9.4. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law, which alters or amends the responsibilities and obligations of either the Academy or the University Board, this Contract shall be altered or amended to reflect the change in existing laws as of the effective date of such change. To the extent possible, the responsibilities and obligations of the Academy and the University Board shall conform to and be carried out in accordance with the change in Applicable Law.

## **ARTICLE X**

### **TERMINATION, SUSPENSION AND REVOCATION**

Section 10.1. Grounds and Procedures for Academy Termination of Contract. At anytime and for any reason, the Academy Board may terminate this Contract. The Academy Board shall notify the CSO Director in writing of the request for the termination of the Contract not less than ten (10) calendar months in advance of the effective date of termination. The

University Board, in its sole discretion, may waive the ten (10) month requirement. A copy of the Academy Board's resolution approving the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the written termination request.

Section 10.2. Termination by University Board. The University Board may terminate this Contract before the end of the Contract Term as follows:

(a) Termination Without Cause. Except as otherwise provided in subsections (b), (c) or (d), the University Board, in its sole discretion, reserves the right to terminate this Contract before the end of the Contract Term for any reason provided that such termination shall not take place less than ten (10) calendar months from the date of the University Board's resolution approving such termination. The Charter Schools Office shall provide notice of the termination to the Academy. If during the period between the University Board's action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the University Board may elect to initiate suspension or revocation of the Contract as set forth in this Article X.

(b) Termination Caused by Change in Applicable Law. Following issuance of this Contract, if there is a change in Applicable Law that the University Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University Board to make changes in the Contract that are not in the best interest of the University Board or the University, then the University Board may terminate the Contract at the end of the Academy's school fiscal year in which the University Board's decision to terminate is adopted. For purposes of this section, a change in Applicable Law includes without limitation the following:

(i) the issuance of an order by the Superintendent of Public Instruction, pursuant to Section 1280c of the Code, placing the Academy under the supervision of the State School Reform/Redesign Officer; or

(ii) the development of, or changes to, a redesign plan by the Academy pursuant to Section 1280c of the Code.

(c) Automatic Termination Caused By Placement of Academy in State School Reform / Redesign School District. If the Academy is notified by the State that the Academy will be placed in the State School Reform/Redesign School District pursuant to Section 1280c of the Code, then the University Board may terminate this Contract at the end of the current school year.

(d) Automatic Termination For Failure to Satisfy Requirements During the Initial Term of Contract. If the Academy fails to satisfy the requirements set forth in Section 12.14 during the initial term of Contract, then this Contract shall automatically terminate on the date set forth in Section 12.14.

The revocation procedures in Section 10.6 shall not apply to a termination of this Contract under this section.

Section 10.3. Contract Suspension. The University Board's process for suspending the Contract is as follows:

- a) University President Action. If the University President determines, in his or her sole discretion, that conditions or circumstances exist that the Academy Board (i) has placed the health or safety of the staff and/or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Section 6.11, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities; or (iv) has willfully or intentionally violated this Contract or Applicable Law, the University President may immediately suspend the Contract. If the conditions or circumstances involve an alleged violation of Sections 10.5(e) or (f), the University President is authorized to suspend the Contract immediately pending completion of the procedures set forth in Section 10.6. Unless otherwise specified in the suspension notice, the Academy shall cease operations on the date on which the suspension notice is issued. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel if applicable. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.
- b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a decision by the University President to suspend the Contract may be retained by the University Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury.
- c) Immediate Revocation Proceeding. If the Academy Board, after receiving a Suspension Notice from the University President continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a Revocation Hearing in accordance with the procedures set forth in Section 10.6(e) of the Terms and Conditions. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the University Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The University Board shall proceed to consider the Hearing Panel's recommendation in accordance with Section 10.6(f) through (i).

Section 10.4 Statutory Grounds for Revocation. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 10.7, this Contract may also be revoked by the University Board upon a determination by the University Board, pursuant to the procedures set forth in Section 10.6, that one or more of the following has occurred:

- a) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals set forth in this Contract;

- b) Failure of the Academy to comply with all Applicable Law;
- c) Failure of the Academy to meet generally accepted public sector accounting principles and demonstrate sound fiscal stewardship; or
- d) The existence of one or more other grounds for revocation as specified in this Contract.

Section 10.5. Other Grounds for University Board Revocation. In addition to the statutory grounds for revocation set forth in Section 10.4 and the grounds for an automatic revocation of the Contract set forth in Section 10.7, the University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- a) The Academy is insolvent, has been adjudged bankrupt, or has operated for one or more school fiscal year(s) with a Fund Balance Deficit;
- b) The Academy has insufficient enrollment to successfully operate the Academy, or the Academy has lost more than twenty-five percent (25%) of its student enrollment from the previous school year;
- c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- d) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services, without first obtaining University Board approval;
- e) The University Board discovers grossly negligent, fraudulent or criminal conduct by the Applicant, the Academy's directors, officers, employees or agents in relation to their performance under this Contract;
- f) The Applicant, the Academy's directors, officers or employees have provided false or misleading information or documentation to the University Board in connection with the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law;
- g) The Academy violates the site restrictions set forth in the Contract or the Academy operates at a site or sites without the prior written authorization of the University Board; or
- h) The University Board, its trustees, officers, employees, agents or representatives are not included as third party beneficiaries under any educational management agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.11 of the Terms and Conditions.

Section 10.6. University Board Procedures for Revoking Contract. Except for the automatic revocation process set forth in Section 10.7 or the termination of Contract by the University Board in Section 10.2, the University Board's process for revoking the Contract is as follows:

- a) Notice of Intent to Revoke. The CSO Director or other University representative, upon reasonable belief that such grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.
- b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the CSO Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the CSO Director prior to a review of the Academy Board's response.
- c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, whichever is sooner, the CSO Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the CSO Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the CSO Director shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, the CSO Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be withdrawn if the CSO Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction. In the event the Notice of Intent to Revoke is withdrawn, the CSO Director shall notify the Academy Board, in writing, of such withdrawal.
- d) Plan of Correction May Include Conditions to Satisfy University Board's Contract Reconstitution Obligation. As part of the Plan of Correction, the CSO Director may reconstitute the Academy in an effort to improve student educational performance

and to avoid interruption of the educational process. An attempt to improve student educational performance may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board members; (ii) termination of at-will board appointments of 1 or more Academy Board members; (iii) withdrawal of the Academy's authorization to contract with an ESP; or (iv) the appointment of a new Academy Board of directors or a conservator/trustee to take over operations of the Academy. The University Charter Schools Office shall notify the Superintendent of Public Instruction of any Plan of Correction that includes a reconstitution of the Academy to ensure that the Academy is not included on the list of school buildings subject to automatic closure under section 1280c of the Code.

- e) Request for Revocation Hearing. The CSO Director or other University representative may initiate a revocation hearing before the University Charter Schools Hearing Panel if the CSO Director determines that any of the following has occurred:
- i) the Academy Board has failed to timely respond to the Notice of Intent to Revoke as set forth in Section 10.6(b);
  - ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;
  - iii) the Academy Board's response admits violations of the Contract or Applicable Law which the CSO Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the CSO Director determines that a Plan of Correction cannot be formulated;
  - iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;
  - v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.6(c);
  - vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or
  - vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

The CSO Director or other University representative shall send a copy of the Request for Revocation Hearing to the Academy Board at the same time the request is sent to the Hearing Panel. The Request for Revocation Hearing shall identify the reasons for revoking the Contract.

- f) Hearing before University Charter Schools Hearing Panel. Within thirty (30) days of the date of a Request for Revocation Hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the Notice of Hearing to the University Charter Schools Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the CSO Director's request for Contract revocation, and to make a recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the CSO Director or other University Representative. The hearing shall be transcribed by



a court reporter and the cost of the court reporter shall be divided equally between the University and the Academy. The CSO Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel, may, however, question the CSO Director and one or more members of the Academy Board. Within thirty (30) days of the Revocation Hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. In its discretion, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the University Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the University Board.

- g) University Board Decision. If the Hearing Panel's recommendation is submitted to the University Board at least fourteen (14) days before the University Board's next regular meeting, the University Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The University Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The University Board shall have available copies of the Hearing Panel's recommendation and the transcript of the hearing. The University Board may waive the fourteen (14) day submission requirement or hold a special board meeting to consider the Hearing Panel's recommendation. A copy of the University Board's decision shall be provided to the University Charter Schools Office, the Academy Board and the Michigan Department of Education.
- h) Effective Date of Revocation. If the University Board votes to revoke the Contract, the revocation shall be effective on the date of the University Board's act of revocation, or at a later date as determined by the University Board, but no later than the last day of the Academy's current academic year.
- i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be held by the University Board and returned to the Michigan Department of Treasury.
- j) Disposition of District Code Number. Notwithstanding any other provision of the Contract, after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, the district code number shall remain under the direction and control of the State Board of Education and/or its designated representative.

Section 10.7. Automatic Revocation by State of Michigan. If the University Board is notified by the Superintendent of Public Instruction that the Academy is subject to closure under Part 6a of the Code ("State's Automatic Closure Notice"), and the Academy is currently not

undergoing a reconstitution as part of a Plan of Correction developed under Section 10.6, then this Contract shall automatically be amended to eliminate the Academy's authority to operate certain age and grade levels at the site or sites identified in the State's Automatic Closure Notice. If the State's Automatic Closure Notice includes all of the Academy's existing sites, then this Contract shall automatically be revoked at the end of the current school year in which the notice is received without any further action of the University Board or the Academy. The University Board's revocation procedures set forth in Section 10.6 do not apply to an automatic revocation initiated by the State.

Following receipt of the State's Automatic Closure Notice, the University Charter Schools Office shall forward a copy of the State's Automatic Closure Notice to the Academy Board and request a meeting with Academy Board representatives to discuss the Academy's plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy's existing sites are included in the State's Automatic Closure Notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State's Automatic Revocation Notice shall be directed to the Superintendent of Public Instruction, in a form and manner determined by that office or the Michigan Department of Education.

Section 10.8. Material Breach of Contract. The issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280C of the Code, placing the Academy under the supervision of the State School Reform/ Redesign Officer, shall constitute a material breach of this Contract. Following the issuance of the order, the University Charter Schools Office shall notify the Academy of the material breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan that is acceptable to the University Charter Schools Office. In addition to other matters, the corrective action plan shall include the Academy's redesign plan prepared pursuant to section 1280C of the Code. The development of a corrective action plan under this Section 10.8 shall not in any way limit the rights of the University Board to terminate, suspend, or revoke this Contract.

Section 10.9. Appointment of Conservator/Trustee. Notwithstanding any other provision of the Contract, when the University Board determines that conditions or circumstances exist to lead the University Board to believe that the health, safety, educational or economic interest of the Academy or its students is at risk, the University Board may take immediate action against the Academy pending completion of the procedures described in Sections 10.6. The University Board may appoint a conservator/ trustee to manage the day-to-day operations of the Academy in place of the Academy Board. A conservator/ trustee appointed by the University Board shall have all the powers and authority of the Academy Board under this Contract and Applicable Law. Upon the appointment of a conservator/ trustee, the appointment and term of office for each Academy Board member shall cease. If this section has been implemented and the Hearing Panel under Section 10.6 determines the revocation to be appropriate, the revocation shall become effective immediately upon the University Board's decision.

## ARTICLE XI

### PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. Grand Valley State University Faculty Employment in the Academy. Subject to the ability of the Academy to reach separate agreement on the terms, the Academy is permitted to use University faculty as classroom teachers in any grade.

Section 11.2. The Academy Faculty Appointment to Grand Valley State University Faculty. Nothing in this Contract shall prohibit a member of the Academy faculty from being appointed to or serving as a member of the University faculty.

Section 11.3. Student Conduct and Discipline. The Academy Board shall adopt, abide by and enforce its own set of written policies concerning student conduct and student discipline.

Section 11.4. Insurance. The Academy shall secure and maintain in its own name as the “first named insured” at all times the following insurance coverage:

- a) Property insurance covering all of the Academy’s real and personal property, whether owned or leased;
- b) General/Public Liability with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate (Occurrence Form);
- c) Auto Liability (Owned and Non-Owned) with a minimum of one million dollars (\$1,000,000) (Occurrence Form);
- d) Workers’ Compensation or Workers’ Compensation without employees (this is considered minimum premium, “if any” insurance) (statutory limits) and Employers’ Liability insurance with a minimum of one million dollars (\$1,000,000);
- e) Errors & Omissions insurance including Directors & Officers and School Leaders Errors & Omissions Liability insurance with a minimum of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate (Claims Made or Occurrence Form);
- f) Crime including employee dishonesty insurance with a minimum of five hundred thousand dollars (\$500,000);
- g) Employment Practices Liability insurance with a minimum of one million dollars (\$1,000,000) per claim/aggregate (Claims Made or Occurrence Form); and
- h) Umbrella with a minimum \$4,000,000 limit and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000 limit.

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The insurance carrier(s) must be an

“A” best rating or better. The Academy may join with other public school academies to obtain insurance if the Academy finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured.

The Academy shall list the University Board and the University on the insurance policies as an additional insured with primary coverage on insurance coverage listed in (b), (c), (e), and (g) above. The Academy shall have a provision included in all policies requiring notice to the University, at least thirty (30) days in advance, upon termination or non-renewal of the policy or of changes in insurance carrier or policy limit changes. In addition, the Academy shall provide the University President copies of all insurance certificates and endorsements required by this Contract. The Academy shall also provide to the University Charter Schools Office an entire copy of the insurance policies. The Academy may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for pupils while attending school or participating in a school program or activity. Other insurance policies and higher minimum may be required depending upon academic offerings and program requirements.

The Academy understands that the University’s insurance carrier periodically reviews the types and amounts of insurance coverage that the Academy must secure in order for the University to maintain insurance coverage for authorization and oversight of the Academy. In the event that the University’s insurance carrier requests additional changes in coverage identified in this Section 11.4, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the University’s insurance carrier within thirty (30) days after notice of the insurance coverage change.

Section 11.5. Transportation. The Academy Board may enter into contract with other school districts or other persons, including municipal and county governments, for the transportation of the Academy students to and from school and for field trips. In addition, the Academy Board may use funds received from state school aid payments to pay for student transportation. In the event that the Academy Board contracts for transportation services, the Academy Board shall ensure that the company providing the transportation services is properly licensed in accordance with Applicable Law, and that the company conducts criminal background and history checks on its drivers and other personnel who have direct contact with pupils in accordance with the Code.

Section 11.6. Extracurricular Activities and Interscholastic Sports. The Academy is authorized to join any organization, association, or league, which has as its objective the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 11.7. Legal Liabilities and Covenants Not to Sue. The Academy and Academy Board members acknowledge and agree that they have no authority to extend the faith and credit of the University or to enter into a contract that would bind the University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy and Academy Board members hereby covenant not to sue the University Board, the University or any of its trustees, officers, employees, agents or representatives for any matters that arise under this

Contract or otherwise. The University does not assume any obligation with respect to any Academy Director, employee, agent, parent, guardian, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board, the University or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, termination or revocation of this Contract.

Section 11.8. Lease or Deed for Proposed Single Site(s). The Academy shall provide to the designee of the University Board copies of its lease or deed for the premises in which the Academy shall operate. A copy of the Academy's lease or deed and site information shall be incorporated into the Schedules.

Section 11.9. Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that all physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates. The Academy Board shall not conduct classes at any site until the Academy has complied with this Section 11.9. Copies of these certificates shall be incorporated into the Schedules.

Section 11.10. Deposit of Public Funds by the Academy. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of all public or private funds received by the Academy. Such deposit shall be made within three (3) business days after receipt of the funds by the Academy.

Section 11.11. Educational Service Provider Agreements. The Academy may enter into an ESP Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For the purposes of this Contract, an employee leasing agreement shall be considered an ESP Agreement, and an employee leasing company shall be considered an ESP. Prior to entering any ESP Agreement with an ESP, the Academy shall submit a copy of the final draft ESP Agreement to the University charter Schools Office in a form or manner consistent with the ESP policies of the University Charter Schools Office, which are incorporated into and be deemed part of this Contract. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP policies and the amended policies shall automatically apply to the Academy without any amendment under Article IX of this Contract. The University Charter Schools Office may disapprove the proposed ESP Agreement submitted by the Academy if the ESP Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to an ESP Agreement shall be submitted for review by the University Charter Schools Office in the same form and manner as a new ESP Agreement.

Section 11.12. Required Provisions for Educational Service Provider Agreements. Any ESP agreement entered into by the Academy must contain the following provisions:

"Indemnification of Grand Valley State University. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury,

loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board's approval of the Application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or the ESP, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement."

"Revocation or Termination of Contract. If the Academy's Contract issued by the Grand Valley State University Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked or termination without further action of the parties."

"Compliance with Academy's Contract. The ESP agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by Grand Valley State University Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement."

"Compliance with Section 503c. On an annual basis, the ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 380.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement."

Section 11.13. Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, being MCL 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants With Public Entities statute, Act No. 317 of the Public Acts of 1968, being MCL 15.321 to 15.330 of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed a prohibited conflict of interest for purposes of this Contract:

(a) An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or consultant of an educational service provider or an employee leasing company that has an ESP agreement with the Academy;

(b) An individual simultaneously serving as an Academy Board member and an Academy employee;

(c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;

(d) An individual simultaneously serving as an Academy Board member and as a member of the governing board of another public school; and

(e) An individual simultaneously serving as an Academy Board member and a University employee, official, or consultant, to the University.

Section 11.14. Certain Familial Relationships Prohibited. The Academy Board shall prohibit specifically identified family relationships pursuant to applicable law and the Terms and Conditions of this contract. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited familial relationships for the purposes of this Contract:

(a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner:

- (i) Is employed by the Academy;
- (ii) Works at or is assigned to the Academy
- (iii) Has an ownership, officer, policy making, managerial, administrative, non-clerical or other significant role with the Academy's ESP or employee leasing company.

Section 11.15. Dual Employment Positions Prohibited. Any person working at the Academy is prohibited by law from being employed at the Academy in more than one full-time position and simultaneously being compensated for each position.

Section 11.16. Oath of Public Office. Academy Board members are public officials. Before entering upon the duties of a public school board member, each Academy Board member shall take, sign, and file the constitutional oath of office with the Charter Schools Office.

Section 11.17. Information Available to the Public and University.

(a) Information to be provided by the Academy. In accordance with Applicable Law, the Academy shall make information concerning its operation and management, including without limitation information in Schedule 6, available to the public and University in the same manner and to the same extent as is required for public schools and school districts.

(b) Information to be provided by Educational Service Providers. The agreement between the Academy and the ESP shall contain a provision requiring the ESP to make information concerning the operation and management of the Academy, including the information in Schedule 6, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under subparagraph (a).

Section 11.18. University Board Invitation to Apply to Convert Academy to School of Excellence. If the University Board is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6e of the Code, MCL 380.551 et seq. ("Part 6e"), and the University Board determines that the Academy meets the University Board's and the Code's eligibility criteria for applying to convert the Academy to a School of Excellence, then the University Board may invite the Academy to submit an application to apply for a contract to convert the Academy to a School of Excellence. In accordance with the Code, the University Board shall establish its own competitive application process and provide the necessary forms and procedures to eligible public school academies.

## **ARTICLE XII**

### **GENERAL TERMS**

Section 12.1. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given; (i) upon actual delivery, if delivery by hand; or (ii) upon delivery into United States mail if delivery is by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other person or address as the respective party may designate by notice delivered pursuant hereto:

If to Grand Valley State University Board of Trustees:

Charter Schools Office Director  
Grand Valley State University  
201 Front Avenue, SW., Suite 310  
Grand Rapids, Michigan 49504

If to Academy:

Board President  
Covenant House Academy Muskegon  
125 Catherine Ave.  
Muskegon, MI 49442

Section 12.2. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of Applicable Law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 12.3. Successors and Assigns. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 12.4. Entire Contract. This Contract sets forth the entire agreement between the University Board and the Academy with respect to the subject matter of this Contract. All prior



application materials, contracts, representations, statements, negotiations, understandings, and undertakings, are superseded by this Contract.

Section 12.5. Assignment. This Contract is not assignable by either party.

Section 12.6. Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.7. Indemnification. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify and hold the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's receipt, consideration or approval of the Application, the University Board's approval of the Method of Selection Resolution or the Authorizing Resolution, legal challenges to the validity of Part 6a of the Code or actions taken by the University Board as an authorizing body under Part 6a of the Code, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

Section 12.8. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.9. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.10. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the University Board and no other person or entity, including without limitation, the ESP. Except as otherwise provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.11. Non-agency. It is understood that the Academy is not the agent of the University.

Section 12.12. Governing Law. This Contract shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.13. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.14. Term of Contract.

(a) Initial Term of Contract. Except as otherwise provided in Section 12.14 (b) set forth below, this Contract shall commence on July 1, 2014, and shall remain in full force and effect for seven (7) years until June 30, 2021, unless sooner terminated according to the terms hereof.

(b) Termination of Contract During Initial Term of Contract. Consistent with the procedures set forth in this Section 12.14(b), this Contract will terminate on June 30, 2021, if the Academy fails to satisfy all of the following conditions:

- (i) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's agreements with any Educational Service Provider. The terms and conditions of the agreements must be acceptable to the University President.
- (ii) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's real property leases, sublease or other agreements set forth in the Schedules.
- (iii) The Academy, through legal counsel, shall provide a legal opinion to the Charter Schools Office Director confirming that the Academy Board's approval and execution of any real property lease or other agreement with Educational Service Providers complies with the Contracts of Public Servants with Public Entities statute, MCL 15.321 et seq.
- (iv) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of an AHERA asbestos plan and lead based paint survey for the site or sites set forth in the Schedules.
- (v) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of a current boiler inspection/ approval for the site or sites set forth in the Schedules.
- (vi) The Academy shall provide documentation to the Charter Schools Office Director confirming that the Academy has received occupancy approval

from the Michigan Department of Consumer and Industry Services' Office of Fire Safety for the site or sites set forth in the Schedules.

- (vii) The Academy shall provide documentation to the Charter Schools Office Director that it has obtained a short-term cash flow loan to cover the initial cost of operations for the initial academic year. The Academy shall comply with section 1225 of the Revised School Code and the Revised Municipal Finance Act with respect to approving and obtain such funds.
- (viii) Any additional financial information or documentation requested by the University President.
- (ix) If the Academy, for any reason, is unable to enroll students and conduct classes by October 1, 2014, then this Contract is automatically terminated without further action of the parties

The Academy shall notify the Charter Schools Office in writing following completion of the conditions set forth in this Section 12.14(b). For good cause, the Charter Schools Office Director may extend the deadlines set forth above. If the Charter Schools Office Director determines that the Academy has not satisfied the conditions set forth in this Section 12.14(b), the Charter Schools Office Director shall issue a Contract termination letter to the Academy for failing to meet certain conditions set forth in this Section 12.14(b). The issuance of the termination letter by the Charter Schools Office Director shall automatically terminate this Contract without any further action by either the University Board or the Academy Board. Upon issuance of the termination letter, the Charter Schools Office Director shall notify the Superintendent of Public Instruction and the Michigan Department of Education that the Contract has been terminated.

(c) Extended Term of Contract. If the Academy satisfies the conditions set forth above in Section 12.14(b), the Academy will be eligible for consideration of a new contract term.

Section 12.15. Survival of Provisions. The terms, provisions, and representations contained in Section 11.4, Section 11.17, Section 11.12, and Section 12.7, and any other provision of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.16. Termination of Responsibilities. Upon termination or revocation of this Contract, the University Board and its designees shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract.

Section 12.17. Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation and in accordance with Applicable Law.

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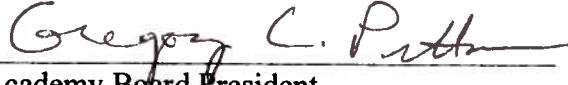
As the designated representative of the Grand Valley State University Board of Trustees, I hereby issue this Contract to the Academy on the date set forth above.

GRAND VALLEY STATE UNIVERSITY  
BOARD OF TRUSTEES

By:   
University President or his/her designee

As the authorized representative of the Academy, I hereby certify that the Academy is able to comply with the Contract and all Applicable Law, and that the Academy, through its governing board, has approved and agreed to comply with and be bound by the terms and conditions of this Contract.

COVENANT HOUSE ACADEMY MUSKEGON

By:   
Academy Board President

**SCHEDULE 1**

**METHOD OF SELECTION RESOLUTION  
AUTHORIZING RESOLUTION**



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF  
GRAND VALLEY STATE UNIVERSITY ON APRIL 30, 2014:

Authorization of Covenant House Academy Muskegon 6a Contract

WHEREAS, the Michigan Legislature has provided for the establishment of public school academies as part of the Michigan public school system by enacting Act No. 362 of the Public Acts of 1993; and

WHEREAS, according to this legislation, the Grand Valley State University Board of Trustees (the "Board of Trustees"), as the governing body of a state public university, is an authorizing body empowered to issue contracts to organize and operate public school academies; and

WHEREAS, the Michigan Legislature has mandated that public school academy contracts be issued on a competitive basis taking into consideration the resources available for the proposed public school academy, the population to be served by the proposed public school academy, and the educational goals to be achieved by the proposed public school academy; and

WHEREAS, the Grand Valley State University Board of Trustees, having requested applications for organizing public school academies and having reviewed the applications according to the provisions set forth by the Michigan Legislature;

NOW, THEREFORE, BE IT RESOLVED:

1. That the application for Covenant House Academy Muskegon ("Academy"), located at 125 Catherine Avenue, Muskegon, MI 49442, submitted under Section 502 of the Revised School Code, meets the Board of Trustees' requirements and the requirements of applicable law, is therefore approved;
2. That the Board of Trustees establishes the method of selection, length of term and number of members of the Academy's Board of Directors as follows:

### Method of Selection and Appointment of Academy Board Members:

- a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.
- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
- c. Exigent Appointments: When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy

Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

3. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
4. Oath /Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
5. Length of Term; Removal: An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

6. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the



Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.

7. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:

- a. Resigns
- b. Dies
- c. Is removed from Office
- d. Is convicted of a felony
- e. Ceases to be qualified
- f. Is incapacitated

8. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.

9. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.

10. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

11. Manner of Acting: The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

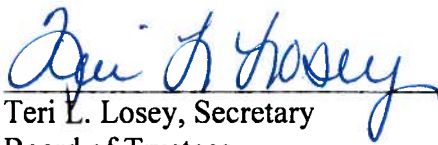
# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

12. Initial Members of the Board of Directors: The Grand Valley State University Board of Trustees appoints the following persons to serve as the initial members of the Academy's Board of Directors for the designated term of office set forth below:

Joe Crawford	1 year term expiring June 30, 2015
Jim Fisher	2 year term expiring June 30, 2016
Chris McGuigan	3 year term expiring June 30, 2017

13. The Board of Trustees approves and authorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to issue a contract to charter a public school academy and related documents ("Contract") to the Academy, provided that, before execution of the Contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract and Applicable Law. This resolution shall be incorporated in and made part of the Contract.
14. Within ten days after the Board of Trustees issues the Contract, the Director will submit the Contract to the Michigan Department of Education. Pursuant to the State School Aid Act of 1979, the Michigan Department of Education shall, within thirty days after the Contract is submitted to the Michigan Department of Education, issue a district code number to each public school academy that is authorized under the Revised School Code and is eligible to receive funding under the State School Aid Act. By approving and issuing the Contract, the Board of Trustees is not responsible for the Michigan Department of Education's issuance or non-issuance of a district code number. As a condition precedent to the Board of Trustees' issuance of the Contract, the Applicant, the Academy and the Academy's Board of Directors shall acknowledge and agree that the Board of Trustees, Grand Valley State University, its officers, employees and agents are not responsible for any action taken by the Academy in reliance upon the Michigan Department of Education's issuance of a district code number to the Academy, or for any Michigan Department of Education's decision resulting in the non-issuance of a district code number to the Academy.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 1<sup>st</sup> day of May 2014.

  
Teri L. Losey, Secretary  
Board of Trustees  
Grand Valley State University

**SCHEDULE 2**

**ARTICLES OF INCORPORATION**

# **MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU**

Date Received

(FOR BUREAU USE ONLY)

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name

Douglas J. McNeil

Address

250 Washington Avenue

City

Grand Haven

State

MI

ZIP Code

49417

EXPIRATION DATE:  
DECEMBER 31,

Document will be returned to the name and address you enter above.  
If left blank, document will be returned to the registered office.

## **CERTIFICATE OF ASSUMED NAME**

**For use by Corporations, Limited Partnerships and Limited Liability Companies**  
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), Act 213, Public Acts of 1982 (limited partnerships), or Act 23, Public Acts of 1993 (limited liability companies), the undersigned execute the following Certificate:

1. The name of the corporation, limited partnership, or limited liability company is:

Covenant House Academy Muskegon

2. The identification number assigned by the Bureau is:

71559E

3. The assumed name under which business is to be transacted is:

Muskegon Covenant Academy

4. This document is hereby signed as required by the Act.

**COMPLETE ITEM 5 ON PAGE 3 IF THIS NAME IS ASSUMED BY MORE THAN ONE ENTITY.**

Signed this 19 day of June, 2014

By

*Gregory C. Pitman*

(Signature)

GREGORY C. PITMAN, BOARD PRESIDENT

(Type or Print Name)

(Type or Print Title or Capacity)

(Limited Partnerships Only - Indicate Name of General Partner, if the General Partner is a corporation or other entity)

Preparer's Name Beth NienhouseBusiness telephone number ( 616 ) 847-1000**INFORMATION AND INSTRUCTIONS**

1. This form may be used to draft your Certificate of Assumed Name. A document required or permitted to be filed under the act cannot be filed unless it contains the minimum information required by the act. The format provided contains only the minimal information required to make the document fileable and may not meet your needs. This is a legal document and agency staff cannot provide legal advice.
2. Submit one original of this document. Upon filing, the document will be added to the records of the Corporations, Securities & Commercial Licensing Bureau. The original will be returned to your registered office address unless you enter a different address in the box on the front of this document.

Since this document will be maintained on electronic format, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.

3. The certificate is effective for a period expiring on December 31 of the fifth full calendar year following the year in which it was filed, unless a Certificate of Termination is filed.
4. When the same name is assumed by more than one entity, each participant corporation, limited partnership, or limited liability company must simultaneously file a separate *Certificate of Assumed Name*. The assumed name will be effective for the same period for each participant.
5. Item 1 - The name is the name contained in the original, amended, or restated Articles of Incorporation, Certificate of Limited Partnership, or Articles of Organization. The name of a foreign corporation, limited partnership, or limited liability company, is that name under which it obtained its authority to transact business or conduct affairs in Michigan.
6. Item 2 - Enter the identification number assigned by the Bureau. If this number is unknown, leave it blank.

7. The Certificate must be signed by:

**CORPORATIONS:** an authorized officer or agent.

**LIMITED PARTNERSHIPS:** a general partner.

**DOMESTIC LIMITED LIABILITY COMPANIES:** a manager, if managed by one or more managers, a member if management remains in the members, or an authorized agent of the company.

**FOREIGN LIMITED LIABILITY COMPANIES:** a person with authority to do so under the laws of the jurisdiction of its organization.

8. **NONREFUNDABLE FEES:** Make remittance payable to the State of Michigan. Include entity name and identification number on check or money order.

**CORPORATION OR LIMITED PARTNERSHIP..... \$10.00**  
**LIMITED LIABILITY COMPANY..... \$25.00**

Submit with check or money order by mail:

Michigan Department of Licensing and Regulatory Affairs  
 Corporations, Securities & Commercial Licensing Bureau  
 Corporations Division  
 P.O. Box 30054  
 Lansing, MI 48909

To submit in person:

2501 Woodlake Circle  
 Okemos, MI  
 Telephone: (517) 241-6470

Fees may be paid by check, money order, VISA or Mastercard when delivered in person to our office.

**MICH-ELF (Michigan Electronic Filing System):**

First Time Users: Call (517) 241-6470, or visit our website at <http://www.michigan.gov/corporations>  
 Customer with MICH-ELF Filer Account: Send document to (517) 636-6437

LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**

**FILING ENDORSEMENT**

***This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT***

***for***

***COVENANT HOUSE ACADEMY MUSKEGON***

***ID NUMBER: 71559E***

***received by facsimile transmission on June 19, 2014 is hereby endorsed.***

***Filed on June 19, 2014 by the Administrator.***

***This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.***



***In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 19th day of June, 2014.***

***Sent by Facsimile Transmission***

***Alan J. Schefke, Director  
Corporations, Securities & Commercial Licensing Bureau***

BCS/CD-502 (Rev.10/08)

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES			
Date Received		(FOR BUREAU USE ONLY)	
		This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	
Name Douglas J. McNeil			
Address 250 Washington Avenue			
City Grand Haven	State MI		
			EFFECTIVE DATE:

Document will be returned to the name and address you enter above.  
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### ARTICLES OF INCORPORATION

#### For use by Domestic Nonprofit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 et seq. and Part 6A of the Revised School Code (the "Code"), as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the undersigned corporation executes the following Articles:

#### ARTICLE I

The name of the corporation is: Covenant House Academy Muskegon.

The authorizing body for the corporation is: Grand Valley State University ("GVSU") Board of Trustees, ("Board of Trustees"), 1 Campus Drive, Allendale, Michigan 49401.

## ARTICLE II

The purposes for which the corporation is organized are:

1. Specifically, the corporation is organized for the purposes of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.
2. The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.

## ARTICLE III

1. The corporation is organized upon a Nonstock basis.
2. a. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")

Real Property: none

- 
- b. The description and value of its personal property assets are: (if none, insert "none")

Personal Property: none

- 
- 
- c. The corporation is to be financed under the following general plan:
  - a. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
  - b. Federal funds.
  - c. Donations
  - d. Fees and charges permitted to be charged by public school academies.
  - e. Other funds lawfully received.

- 
- 
- 
- d. The corporation is organized on a Directorship basis.



#### ARTICLE IV

1. The name of the resident agent at the registered office: Douglas J. McNeil
2. The address of the registered office is: 250 Washington Ave.  
Grand Haven, Michigan 49417
3. The mailing address of the registered office, if different than above: SAME

#### ARTICLE V

The name and address of the incorporator is as follows:

Douglas J. McNeil  
250 Washington Ave.  
Grand Haven, MI 49417

#### ARTICLE VI

The corporation is a governmental entity.

#### ARTICLE VII

Before execution of a contract to charter a public school academy between the Academy Board and the Board of Trustees, the method of selection, length of term, and the number of members of the Academy Board shall be approved by a resolution of the Board of Trustees as required by the Code.

The members of the Academy Board shall be selected by the following method:

1. **Method of Selection and Appointment of Academy Board Members:**
  - a. **Initial Academy Board Member Nominations and Appointments:** As part of the public school academy application, the public school academy applicant shall propose to the Director of the GVSU Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the GVSU

b. **Subsequent Academy Board Member Nominations and Appointments:** Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.

c. **Exigent Appointments:** When the Director determines an “exigent condition” exists which requires him/her to make an appointment to a public school academy’s board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy’s board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member’s service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

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4. **Length of Term; Removal:** An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

5. **Resignations:** A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.

6. **Vacancy:** An Academy Board position shall be considered vacant when an Academy Board member:

- a. Resigns
- b. Dies
- c. Is removed from Office
- d. Is convicted of a felony
- e. Ceases to be qualified
- f. Is incapacitated

7. **Filling a Vacancy:** The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.

8. **Number of Academy Board Member Positions:** The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.

9. **Quorum:** In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions  
Five (5)

# required for Quorum  
Three (3)

Seven (7)  
Nine (9)

Four (4)  
Five (5)

10. **Manner of Acting:** The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

### ARTICLE VIII

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, board, officers or other private persons, or organization organized and operated for a profit (except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article II hereof). Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a governmental entity exempt from Federal Income Tax under Section 115 of the IRC, or comparable provisions of any successor law.

To the extent permitted by law, upon the dissolution of the corporation, the board shall after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the Board of Trustees for forwarding to the State School Aid Fund established under Article IX, Section 11 of the Constitution of the State of Michigan of 1963, as amended.

### ARTICLE IX

The corporation and its incorporators, board members, officers, employees, and volunteers have governmental immunity as provided in Section 7 of Act No. 170 of the Public Acts of 1964, being Sections 691.1407 of the Michigan Compiled Laws.

### ARTICLE X

These Articles of Incorporation shall not be amended except by the process provided in the contract executed by the Academy Board and the Board of Trustees.

### ARTICLE XI

The Academy Board shall have all the powers and duties permitted by law to manage the business, property and affairs of the corporation.

### ARTICLE XII

A volunteer director is not personally liable to the corporation for monetary damages for a breach of the director's fiduciary duty. This provision shall not eliminate or limit the liability of a director for any of the following:

- (i) A breach of the director's duty of loyalty to the corporation;
- (ii) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- (iii) A violation of Section 551(1) of the Michigan Nonprofit Corporation Act;
- (iv) A transaction from which the director derived an improper personal benefit;
- (v) An act or omission that is grossly negligent.

If the corporation obtains tax exempt status under section 501(c)(3) of the internal revenue code, the corporation assumes all liability to any person other than the corporation for all acts or omissions of a volunteer director occurring on or after the filing of the Articles incurred in the good faith performance of the volunteer director's duties.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Government Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

### ARTICLE XIII

The corporation assumes the liability for all acts or omissions of a non-director volunteer, provided that:

- (i) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority;
- (ii) The volunteer was acting in good faith;
- (iii) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct;
- (iv) The volunteer's conduct was not an intentional tort; and

The volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle as described in Section 209(e)(v) of the Michigan Nonprofit Corporation Act.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for negligence Act, being Act No. 170, Public Acts of Michigan,

1964

**ARTICLE XIV**

The officers of the Academy Board shall be a President, Vice-President, Secretary and a Treasurer, each of whom shall be selected by the Board of Directors. The Academy Board may select one or more Assistants to the officers, and may also appoint such other officers and agents as they may deem necessary for the transaction of the business of the corporation.

**ARTICLE XV**

The Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out the purposes set forth in Article II unless/or until the Board of Trustees issues to the Academy Board a contract to operate as a public school academy, and the contract is executed by both the Academy Board and the Board of Trustees.

These Articles of Incorporation were signed by the Incorporator on the 17<sup>th</sup> day of June, 2014.

By: 

Douglas J. McNeil- Incorporator

## **SCHEDULE 3**

### **BYLAWS**

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**BYLAWS**  
**OF**  
**COVENANT HOUSE ACADEMY MUSKEGON**

**ARTICLE I**

**Covenant House Academy Muskegon**

This organization shall be called Covenant House Academy Muskegon (The “Academy” or the “corporation”).

**ARTICLE II**

**FORM OF ACADEMY**

The Academy is organized as a non-profit, non-stock, directorship corporation.

**ARTICLE III**

**OFFICES**

Section 1.     Principal Office. The principle office of the Academy shall be located in the State of Michigan.

Section 2.     Registered Office. The registered office of the Academy shall be 250 Washington Ave., Grand Haven, Michigan, 49417.

**ARTICLE IV BOARD OF**

**DIRECTORS**

Section 1.     General Powers. The business, property and affairs of the Academy shall be managed by the Academy Board of Directors (“Academy Board”). The Academy Board may exercise any and all of the powers granted to it under the Michigan Nonprofit Corporation Act or pursuant to Part 6A of the Revised School code (“Code”). The Academy Board may delegate said powers to the officers and committees of the Academy Board as it deems appropriate or necessary, as long as such delegation is consistent with the Articles, these Bylaws, the Contract and Applicable Law.

Section 2.     Method of Selection and Appointment.  
Nomination and appointment to the Academy Board shall be handled in the following manner:

1. Method of Selection and Appointment of Academy Board Members:

- a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the Grand Valley State University ("University") Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Grand Valley State University Board of Trustees ("Board of Trustees"), he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for the appointment, the nominees must have completed the required board member Questionnaire prescribed by the University Charter Schools office; and (ii) the criminal Background Check Report prescribed by the University Charter Schools Office.
- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend a nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
- c. Exigent Appointments: When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of director, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

2. Qualifications of Academy Board Members: To be qualified to serve of the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
3. Oath / Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
4. Length of Term; Removal: An appointed Academy Board member is an “at will” board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member’s term.

If the Board of Trustees determines that an Academy Board member’s service in office is no longer required, then the Board of Trustees may remove an Academy Board member with or without cause and shall specify the date when the Academy Board member’s service ends. An Academy Board member may be removed from the office by a two-thirds (2/3) vote of the Academy’s Board for cause.

5. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.
6. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:
  - a. Resigns
  - b. Dies
  - c. Is removed from Office
  - d. Is convicted of a felony
  - e. Ceases to be qualified
  - f. Is incapacitated

7. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.
8. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7), or nine (9), as determined from time to time by the Academy Board.
9. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

10. Manner of Acting: The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

Section 3. Compensation. By resolution of the Academy Board, Directors may be paid their expenses, if any, of attendance at each meeting of the Academy Board, subject to the statutes regarding Contracts of Public Servants with Public Entities, Act No. 317 of the Public Standards of Conduct for Public Officers and Employees, Act No. 196 of the Public Acts of 1973, being Sections 15.341 to 15.348 of the Michigan Compiled Laws, and the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws.

## **ARTICLE V**

### **MEETINGS**

Section 1. Regular Meetings. The Academy Board shall hold a regular meeting during the month of June each year. The meeting shall be held at such time and place as the Academy Board of Directors shall from time to time determine. The Academy Board may also provide, by resolution, the time and place, within the state of Michigan, for the holding of additional regular meetings. The Academy shall provide notice of all regular meetings as required by the Open Meetings Act.

Section 2. Special Meetings. Special meetings of the Academy Board may be called by or at the request of the President or any Academy Board Director. The person or persons authorized to call special meetings of the Academy Board may fix the place within the state of Michigan for holding any special meeting of the Academy Board called by them, and, if no other place is fixed, the place of meeting shall be the principal business office of the corporation in the state of Michigan. The corporation shall provide notice of all special meetings as required by the Open Meetings Act.

Section 3. Notice; Waiver. The Academy Board must comply with the notice provisions of the Open Meetings Act. In addition, notice of any meeting shall be given to each Director stating the time and place of the meeting, delivered personally or mailed or sent by facsimile to each Director at the Director's business address. Any Director may waive notice of any meeting by written statement, or telecopy sent by the Director, signed before or after the holding of the meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4. Open Meetings Act. All meetings of the Academy Board, shall at all times be in compliance with the Open Meetings Act.

Section 5. Presumption of Assent. A director of the Academy Board who is present at a meeting of the Academy Board at which action on any corporate matters is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless that Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

## **ARTICLE VI**

### **COMMITTEES**

Section 1. Committees. The Academy Board, by resolution, may designate one or more committees, each committee to consist of one or more Directors selected by the Academy Board. As provided in the resolution as initially adopted, and as thereafter supplemented or amended by further

resolution, the committees shall have such powers as delegated by the Academy Board, except (i) filling of the vacancies in the officers of the Academy Board or committees created pursuant to this Section; (ii) amending the Articles of Incorporation or Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, Bylaws or Applicable Law. All committee meetings shall at all times be in compliance with the Open Meetings Act. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports the Academy Board of its activities as the Academy Board may request.

## **ARTICLE VII OFFICERS**

### **OF THE BOARD**

Section 1.     Number.     The officers of the Academy shall be a President, Vice-President, Secretary, Treasurer, and such Assistant officers as may be selected by the Academy Board.

Section 2.     Election and Term of Office.     The Academy Board shall elect the initial officers at its first duly noticed meeting. Thereafter, the Academy Board shall elect the officers annually as terms expire at the annual meeting of the Academy Board. If the election of officers is not held at that meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold office while qualified or until the officers resigns or is removed in the manner provided in Article IV, Section 2.

Section 3.     Removal.     If the Grand Valley State University Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

Section 4.     Vacancies.     A vacancy in any office shall be filled in accordance with Article IV, Section 2.

Section 5.     President.     The President of the Academy shall be a member of the Academy Board. The President of the corporation shall preside at all meetings of the Academy Board. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall preside. The president shall be an ex-officio member of all standing committees and may be designated Chairperson of those committees by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Board from time to time.

Section 6.     Vice-President.     The Vice-President of the Academy shall be a member of the Academy Board. In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice-President shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to the Vice-President by the President or the Academy Board.

Section 7.     Secretary.     The Secretary of the Academy shall be a member of the Academy Board. The Secretary shall perform, or cause to be performed, the following duties: (a) keep the minutes of

the Academy Board meetings in one or more books provided that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all authorized documents; (d) keep a register of the post office address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or by the Academy Board.

Section 8.     Treasurer. The Treasurer of the Academy shall be a member of the Academy Board. The Treasurer shall perform, or cause to be performed, the following duties: (a) keep charge and custody of and be responsible for all funds and securities of the corporation; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the corporation in such banks, trust companies or other depositories as shall be selected by the Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent of the corporation are properly carried out; and (f) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Academy Board.

Section 9.     Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the Academy Board. The Academy Directors shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all restrictions upon the officer to whose office the acting officer is so appointed except as the Academy Board may by resolution otherwise determine.

Section 10.    Salaries. Officers shall not receive a salary unless the salary has been specifically approved by the Academy Board, subject to the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being sections 15.181 to 15.185 of the Michigan Compiled Laws. Officers of the corporation who are Directors of the corporation may not be compensated for their services. They may, however, receive traveling and other expenses.

Section 11.    Filling More Than One Office. Subject to the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws, any two offices of the corporation except those of President and Vice-President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

## ARTICLE VIII



## **CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS**

Section 1.     Contracts. The Academy Board may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Academy Board authorizes the execution of a contract or of any other instrument in the name of and on behalf of the corporation, without specifying the executing officers, the President or Vice-President, and the Secretary or Treasurer may execute the same and may affix the corporate seal there to. No contract into, by or on behalf of the Academy Board, shall in any way bind the University or impose any liability on the University, its trustees, officers, employees or agents.

Section 2.     Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Academy Board. Such authority may be general or confined to specific instances. No loan or advance to, or overdraft of funds by an officer or member of the Academy Board otherwise than in the ordinary and usual course of the business of the corporation, and on the ordinary and usual course of the business or security, shall be made or permitted. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of Grand Valley State University or impose any liability on Grand Valley State University, its trustees, officers, employees, or agents.

Section 3.     Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the Academy Board.

Section 4.     Deposits. All funds of the corporation not otherwise employed shall be deposited within three (3) business days after the receipt of the funds by the corporation in such banks, trust companies or other depositories as the Academy Board may select, provided that such financial institution is eligible to be a depository of surplus funds under section 1221 of the Revised School Code, being Section 380.1221 of the Michigan Compiled Laws.

Section 5.     Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Academy Board, any shares or other securities issued by another corporation and owned or controlled by this corporation may be voted at any meeting of security holders of such other corporation by the President of this corporation or by proxy appointed by Treasurer of this corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this corporation by the President, the Secretary or the Treasurer of this corporation without necessity of any authorization by the Academy Board, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this corporation shall have full right, power, and authority to vote the shares or other securities issued by such

other corporation and owned by this corporation the same as such shares or other securities might be voted by this corporation.

Section 6. Contracts Between Corporation and Related Persons. As required by Applicable Law, any Director, officer or employee of the Academy, who enters into a contract with the Academy, that meets the definition of contract under the statute on Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being sections 15.321 to 15.330 of the Michigan Compiled Laws, shall comply with the public disclosure requirement set forth in Section 3 of the statute.

## **ARTICLE IX**

### **INDEMNIFICATION**

Each person who is or was a member of the Academy Board, or a trustee, director, officer or member of a committee of the Academy and each person who serves or has served at the request of the Academy as a trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the corporation to the fullest extent permitted by the corporation laws of the State of Michigan as they may be in effect from time to time. The corporation may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his status as such, whether or not the corporation would have power to indemnify such person against such liability under the preceding sentence. The corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification to any employee or agent of the corporation to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.

## **ARTICLE X**

### **FISCAL YEAR, BUDGET AND UNIFORM BUDGETING AND ACCOUNTING**

Section 1. Fiscal Year, Budget and Uniform Budgeting and Accounting. The fiscal year of the corporation shall begin on the first day of July in each year. The Board of Directors, subject to the oversight responsibilities of the University Board, shall have exclusive control of the budget. The board shall prepare and publish an annual budget in accordance with the Uniform Budgeting and Accounting Act, being Act 2 of the public laws of Michigan of 1968, as amended.

## **ARTICLE XI**

### **SEAL**

The Academy Board may provide a corporate seal, which shall be circular in form and shall have inscribed thereon the name of the corporation, the State of Michigan and the words "Corporate Seal" and "Public School Academy."

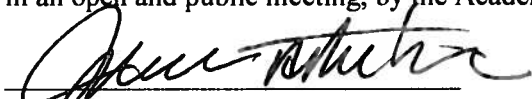
## **ARTICLE XII**

### **AMENDMENTS**

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for the special meetings. Upon arrival, the Academy Board shall forward the amendment to the University Charter Schools Office. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt of the amendment by the University Charter Schools Office. The Academy Board is encouraged to submit proposed Bylaw changes to the Charter Schools Office, for review and comment, prior to adoption. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with applicable law or the Contract, it shall notify the Academy Board in writing and the Academy Board shall remedy the identified provision to be in concert with applicable law and the Contract.

### **CERTIFICATION**

The Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 19th day of June, 2014.

  
Secretary

**SCHEDULE 4**

**FISCAL AGENT AGREEMENT**

## **SCHEDULE 4**

### **FISCAL AGENT AGREEMENT**

This Agreement is part of the Contract issued by the Grand Valley State University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Covenant House Academy Muskegon ("Academy"), a public school academy.

#### **Preliminary Recitals**

WHEREAS, pursuant to the Code and the Contract, the University Board, as authorizing body, is the fiscal agent for the Academy, and

WHEREAS, the University Board is required by law to forward any State School Aid Payments received from the State of Michigan ("State") on behalf of the Academy to the Academy,

NOW, THEREFORE, in consideration of the premises set forth below, the parties agree to the following:

### **ARTICLE I**

#### **DEFINITIONS AND INTERPRETATIONS**

Section 1.01. Definitions. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Account" means an account established by the Academy for the receipt of State School Aid Payments at a bank, savings and loan association, or credit union which has not been deemed ineligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, being Section 21.146 of the Michigan Compiled Laws.

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the University Board or an officer or employee of Grand Valley State University as designated by the University Board.

"Other Funds" means any other public or private funds which the Academy receives and for which the University Board voluntarily agrees to receive and transfer to the Academy.

"State School Aid Payment" means any payment of money the Academy receives from the State School Aid Fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963 or under the State School Aid Act of 1979, as amended.

"State" means the State of Michigan.

"State Treasurer" means the office responsible for issuing funds to urban high school academies for State School Aid Payments pursuant to the School Aid Act of 1979, as amended.

Section 1.02. Fiscal Agent Agreement Incorporated into Contract; Use of Contract Definitions. This Fiscal Agent Agreement shall be incorporated into and is part of the Contract issued by the University Board to the Academy. Terms defined in the Contract shall have the same meaning in this Agreement.

## ARTICLE II

### FISCAL AGENT DUTIES

Section 2.01. Receipt of State School Aid Payments and Other Funds. The University Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the University Board and the Academy may also agree that the University Board will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.02.

Section 2.02. Transfer to Academy. Except as provided in the Contract, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within three (3) business days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable State Board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Board of Directors of the Academy and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03. Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the Academy's pupil membership count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve or to determine the accuracy of the State Aid School Payments received on behalf of the Academy from the State Treasurer. The duties of the Fiscal Agent are limited to the receipt and transfer to the Academy of State School Aid Payments and Other Funds received by the Academy. The Fiscal Agent shall have no duty to monitor or approve expenditures made by the Academy Board.

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the University Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form

and manner acceptable to the Fiscal Agent. No State Aid Payment Agreement and Direction document shall be effective until it is acknowledged by the University President.

### ARTICLE III

#### STATE DUTIES

Section 3.01. Eligibility for State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the eligibility of the Academy to receive State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the amount of State School Aid Payments, if any, the Academy shall be entitled to receive.

Section 3.02. Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent by electronic funds transfer into an account specified by the Fiscal Agent, or by such other means deemed acceptable to the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

### ARTICLE IV

#### ACADEMY DUTIES

Section 4.01. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, an Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended.

Section 4.02. Expenditure of Funds. The Academy may expend funds that it receives from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 4.03. Mid-Year Transfers. Funding for students transferring into or out of the Academy during the school year shall be in accordance with the State School Aid Act of 1979 or applicable State Board rules.

Section 4.04. Repayment of Overpayment. The Academy shall be directly responsible for reimbursing the State for any overpayments of State School Aid Payments. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or may seek collection of the overpayment from the Academy.

Section 4.05. Deposit of Academy Funds. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of State School Aid Payments and Other Funds received by the Academy.

## ARTICLE V

### RECORDS AND REPORTS

Section 5.01. Records. The Fiscal Agent shall keep books of record and account of all transactions relating to the receipts, disbursements, allocations and application of the State School Aid Payments and Other Funds received, deposited or transferred for the benefit of the Academy, and these books shall be available for inspection at reasonable hours and under reasonable conditions by the Academy and the State.

Section 5.02. Reports. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, and annually thereafter, a written report dated as of August 31 summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the University Board receives under this Agreement.

## ARTICLE VI

### CONCERNING THE FISCAL AGENT

Section 6.01. Representations. The Fiscal Agent represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it in this Agreement and that it will carry out all of its obligations under this Agreement.

Section 6.02. Limitation of Liability. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State and the amount of Other Funds as delivered by the source of those funds.

The Fiscal Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Fiscal Agent be responsible for the consequences of any error of judgment; and the Fiscal Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its gross negligence or willful default.

The Fiscal Agent shall not be liable for any deficiency in the State School Aid Payments received from the State Treasurer to which the Academy was properly entitled. The Fiscal Agent shall not be liable for any State School Aid overpayments made by the State Treasurer to the Academy for which the State subsequently seeks reimbursement.



Acknowledgment of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by the University Board to the Academy.

BY:

Mary G. Martin

Mary G. Martin, Acting Director  
Bureau of State and Authority Finance  
Michigan Department of Treasury

Date: May 6, 2014

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**SCHEDULE 5**

**MASTER CALENDAR OF REPORTING REQUIREMENTS**

**Public School Academy / School of Excellence  
Master Calendar of Reporting Requirements  
July 1, 2014 – June 30, 2015**

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 1	Board Adopted 2014-2015 School Calendar/School Day Schedule.	CSO
July 1	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2014-2015.	CSO
July 1	Copy of Notice of Public Hearing for Annual Operating Budget for 2014-2015.	CSO
July 1	Copy of Parent Satisfaction Survey and Results from 2013-2014, if applicable.	CSO
July 25	DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2013-2014 academic year, if applicable (See MDE website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> , for MDE due date and form).	CSO
August 1	Annual Organizational Meeting Minutes for 2014-2015.	CSO
August 1	Board Resolution appointing Chief Administrative Officer for 2014-2015.	CSO
August 1	Board Resolution appointing Freedom of Information Act Coordinator for 2014-2015.	CSO
August 1	Board Designated Legal Counsel for 2014-2015.	CSO
August 1	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2014-2015.	CSO
August 20	Annual Education Report 2013-2014 academic year to be submitted and presented at a public meeting	CSO
August 29	4 <sup>th</sup> Quarter Financial Statements – quarter ending 06/30.	CSO
September 4	Organizational Chart for 2014-2015.	CSO
September 4	Board approved Student Handbook 2014-2015.	CSO
September 4	Board approved Employee Handbook 2014-2015.	CSO
September 4	Copy of School Improvement Plan covering 2014-2015 academic year.	CSO
October 1	Completed PSA Insurance Questionnaires. Required forms available at <a href="http://www.gvsu.edu/cso">www.gvsu.edu/cso</a>	CSO
October 1	Annual Nonprofit Corporation Information Update for 2014.	CSO
October 8	Unaudited Count Day Submission	CSO
October 10	Audited Financial Statements for fiscal year ending June 30, 2014. (See MDE Website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> , for MDE due date.	CSO
October 10	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2014, if issued. If a management letter is not issued, a letter from the Academy stating a management letter was not issued is required to be submitted.	CSO
October 10	Annual A-133 Single Audit for year ending June 30, 2014 is required if over \$500K in federal funds have been expended. If a single audit is not necessary, a letter from the Academy stating as such is required to be submitted.	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
October 10	DS-4898 PSA Preliminary Pupil Membership Count for September 2014 Enrollment and Attendance for 1 <sup>st</sup> & 2 <sup>nd</sup> Year PSAs and Academies who added grade levels. (See MDE website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> for MDE due date).	CSO
October 30	1 <sup>st</sup> Quarter Financial Statements – quarter ending 09/30.	CSO
December 1	Academy's Technology Plan covering 2014-2015 or annual updates thereto.	CSO
January 6	Modifications to ISD's Plan for the Delivery of Special Education Services covering 2014-2015 signed by a representative of the Academy.	CSO
January 30	2 <sup>nd</sup> Quarter Financial Statements – quarter ending 12/31.	CSO
January 30	Michigan Highly Qualified Teacher Verification Report. Required Form Available at <a href="http://www.gvsu.edu/cso">www.gvsu.edu/cso</a>	CSO
February 18	Winter Count Day Submission.	CSO
March (TBD)	Anti-Bullying Policy, in accordance with Matt's Safe School Law (new schools)	CSO
April 24	3 <sup>rd</sup> Quarter Financial Statements – quarter ending 03/31.	CSO
May 14	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2015-2016.	CSO
June 2	Certificate of Boiler Inspection covering years 2014-2015	CSO
June 26	Board Approved Amended Budget for 2014-2015 fiscal year (or statement that budget has been reviewed and no amendment was needed).	CSO
June 26	2014-2015 Log of emergency drills, including date, time and results. Sample form available at <a href="http://www.gvsu.edu/cso">www.gvsu.edu/cso</a>	CSO
June 26	Board adopted Letter of Engagement for year ending June 30, 2015 independent financial audit.	CSO
June 26	Food service license expiring 04/30/2016.	CSO

## Ongoing Reporting Requirements July 1, 2014 – June 30, 2015

*The following documents do not have a set calendar date; however, they require submission within a certain number of days from board action or other occurrence.*

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
Date notice is posted	Academy Board Meeting Record of Postings – cancellations, changes, special meetings, emergency etc. Must include time and date of actual posting.	CSO
14 business days after Board meeting	Draft Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
14 business days after Board approval	Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
30 business days after board approval	Board Adopted Annual Operating Budget for 2011-2012 including Salary/Compensation Transparency Reporting to be available on school website per the State School Aid Act as amended	No submission needed.
14 business days after Board approval	Oath of Office and written acceptance for each Board Member.	CSO
10 business days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution.	CSO
10 days of receipt	Correspondence received from the Michigan Department /State Board of Education requiring a formal response.	CSO
10 days of receipt	Correspondence received from the Health Department requiring a formal response.	CSO
10 days of receipt	Written notice of litigation or formal proceedings involving the Academy.	CSO
30 days prior to board execution	Board proposed draft Educational Management Company Agreements or Amendments thereto.	CSO
5 business days of receipt	Request and Responses to Freedom of Information Requests.	CSO

## Original/Subsequent Board Policy Reporting Requirements July 1, 2014 – June 30, 2015

*The following documents do not have a set calendar date; however, they require an original submission and subsequent submission if Board action is taken making amendments/changes.*

REPORT DESCRIPTION	SUBMIT TO:
Articles of Incorporation. Must have GVSU Board approval before modifying.	CSO
Board of Director Bylaws.	CSO
Educational Service Provider Agreements/Amendments	CSO
Academy's Educational Goals.	CSO
Office of Fire Safety (OFS-40) – original occupancy permit and permits for renovations/additions, etc.	CSO
Lease, Deed of Premises or Rental Agreement and subsequent amendments (includes modular units).	CSO
Curriculum including any additions/deletions.	CSO
Asbestos Hazardous Emergency Response Act (AHERA) Management Plan. Visit <a href="http://www.michigan.gov/asbestos">www.michigan.gov/asbestos</a> for Michigan's model management plan. A copy of the "acceptance" letter sent by MIOSHA is also required.	CSO
Communicable Disease Curriculum (including minutes of board approval).	CSO
Job Descriptions for all employee groups	CSO
REQUIRED BOARD POLICIES	
<b>Board adopted Purchasing Policy</b> (date of approval). Reference: MCL 380.1267, MCL 380.1274	CSO
<b>Use of Medications Policy</b> (date of approval). Reference: MCL 380.1178, 380.1178a, 380.1179	CSO
<b>Harassment of Staff or Applicant Policy</b> (date of approval). <b>Harassment of Students Policy</b> (date of approval) Reference: MCL 380.1300a	CSO
<b>Search and Seizure Policy</b> (date of approval). Reference: MCL 380.1306	CSO
<b>Emergency Removal, Suspension and Expulsion of Students Policy</b> (date of approval). Reference: MCL 380.1309; MCL 380.1312(8)&(9); MCL 37.1402	CSO
<b>Parent/Guardian Review of Instructional Materials &amp; Observation of Instructional Activity Policy</b> Reference: MCL 380.1137	CSO
<b>Board Member Reimbursement of Expenses Policy</b> (date of approval). Reference: MCL 380.1254; MCL 388.1764b	CSO
<b>Equal Access for Non-School Sponsored Student Clubs and Activities Policy</b> (date of approval). Reference: MCL 380.1299	CSO
<b>Electronic or Wireless Communication Devices Policy</b> (date of approval).	CSO
<b>Preparedness for Toxic Hazard and Asbestos Hazard Policy</b> (date of approval). Reference: MCL 324.8316, 380.1256	CSO

<b>Nondiscrimination and Access to Equal Educational Opportunity Policy</b> (date of approval) Including, but not limited to, Michigan Constitution, Article I, §26, Elliott-Larsen Civil Rights Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.	CSO
<b>Academy Deposit Policy</b> (date of approval). PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract	CSO
<b>Parental Involvement Policy</b> (date of approval). Reference: MCL 380.1294	CSO
<b>Wellness Policy</b> (date of approval). Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773	CSO

## Calendar of Additional Reporting Requirements and Critical Dates July 1, 2014 – June 30, 2015

*The following reports Academies must submit to the local ISD, MDE, CEPI and other organizations throughout the year.*

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
TBD	Student Count Day for State Aid F.T.E.	No submission required.
September	SE-4096 Special Education Actual Cost Report (Contact ISD for due date).	ISD
October	Eye Protection Certificate (#4527 Certification of Eye Protective Devices Electronic Grant System [MEGS] if applicable.	CEPI
October	Certification of Constitutionally Protected Prayer	MDE
October	SE-4094 Transportation Expenditure Report (Contact ISD for due date).	ISD
October 1 – October 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission needed.
Oct/Nov	School Infrastructure Database (SID); School-Wide Title I Participation	CEPI
Oct/Nov	Deadline for MEIS/Single Record Student Database (“SRSD”) electronic file (Contact the local ISD for due date.)	CEPI
November	Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).	Local Health Dept.
November 14	Deadline for electronic submission to the Financial Information Database (FID, formerly known as the Form B). State aid will be withheld if the submission is not successful.	CEPI
Nov/Dec	Special Education Count on MI-CIS. Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date).	ISD
December 1 - December 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
Nov/Dec	Registry of Educational Personnel (REP) Submission	CEPI
December 30	Municipal Finance Qualifying Statement, if applicable (online submission).	MI Dept of Treasury
Feb 1	Deadline for Immunization Record Report – IP100 (Contact Health Dept. for due date). A financial penalty of 5% of a school’s state aid allocation can be assessed if the immunization rate is not at 90% or above.	Local Health Dept.
TBD	Supplemental Student Count for State Aid F.T.E.	No submission required.
March	FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch or milk (official date TBD).	MDE



DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
March	MEIS/Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date.)	ISD, CEPI
May 1 – May 31 (as scheduled)	Teacher Certification/ Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
June	MEIS/ Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date.)	ISD, CEPI
June	Registry of Educational Personnel (REP)	CEPI
June	School Infrastructure Database (SID)	CEPI

**SCHEDULE 6**

**INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL  
MANAGEMENT COMPANY**

## **SCHEDULE 6**

### **INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL MANAGEMENT COMPANY**

A. The following described categories of information are specifically included within those to be made available to the public and the University Charter Schools Office by the Academy in accordance with Section 11.17(a). Information to be Provided by the Academy, of the Terms and Conditions:

1. Copy of the Contract
2. Copies of the executed Constitutional Oath of public office form for each serving Director
3. List of currently serving Directors with name, address, and term of office
4. Copy of the Academy Board 's meeting calendar
5. Copy of public notice for all Academy Board meetings
6. Copy of Academy Board meeting agendas
7. Copy of Academy Board meeting minutes
8. Copy of Academy Board approved budget and amendments to the budget
9. List of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board
10. Copy of the quarterly financial reports submitted to the University Charter Schools Office
11. Copy of curriculum and other educational materials given to the University Charter Schools Office
12. Copy of School improvement plan (if required)
13. Copies of facility leases, mortgages, modular leases and/or deeds
14. Copies of equipment leases
15. Proof of ownership for Academy owned vehicles and portable buildings
16. Copy of Academy Board approved management contract with Educational Service Provider
17. Copy of Academy Board approved services contract(s)
18. Office of Fire Safety certificate of occupancy for all Academy facilities
19. MDE letter of continuous use (if required)
20. Local County Health Department food service permit (if required)

21. Asbestos inspection report and asbestos management plan (if required)
22. Boiler inspection certificate and lead based paint survey (if required)
23. Phase 1 environmental report (if required)
24. List of current Academy teachers and school administrators with their individual salaries as submitted to the Registry of Educational Personnel
25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff
26. Evidence of fingerprinting, criminal back-ground and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
27. Academy Board approved policies
28. Copy of the annual financial audit and any management letters issued to the Academy Board as part of the audit
29. Proof of insurance as required by the Contract
30. Any other information specifically required under Public Act 277 of 2011

B. The following information is specifically included within the types of information available to the Academy by the Educational Management Organization (if any) in accordance with Section 11.17(b). Information to be provided by Educational Management Company, of the Terms and Conditions:

1. Any information needed by the Academy in order to comply with its obligations to disclose the information listed under (a) above.

**SCHEDULE 7**

**ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM**

**SCHEDULE 7-1**

**EDUCATIONAL GOALS AND PROGRAMS**

## SCHEDULE 7-1

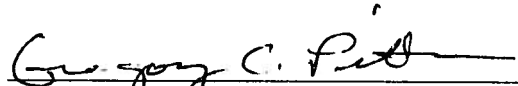
### EDUCATIONAL GOALS

Standard #1: A majority of all pupils enrolled at the public school academy will meet or exceed Level 4 on the ACT WorkKeys Applied Mathematics, Locating Information, and Reading assessments.

Standard #2: The public school academy will meet or exceed its select peer district's four-year adjusted cohort graduation rate. A select peer district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.


Standard #3: The public school academy will meet or exceed its select peer district's annual percent daily attendance for all grades as recorded by the MDE. A select peer district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Date: 6-19-14

  
Board President/Vice President Signature

#### Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the CH Muskegon Board of Directors at a properly noticed open meeting held on the 19 day of June, 2014, at which a quorum was present.

  
Board Secretary

**SCHEDULE 7-2**

**CURRICULUM**





**Muskegon Covenant Academy**  
**[125 Catherine Ave, Muskegon, MI 49442]**

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*High School Curriculum Guide*  
*(2014-2017)*

## **Curriculum Summary**

The Muskegon Covenant Academy Development Team has developed a blended learning curriculum that addresses the individualized learning needs of at-risk students. The flexible school schedule is designed for the students to pursue their high school diploma and their need for strong communication and relationship skills necessary for the world of work and a successful life. The proposed Academy will operate under the name Muskegon Covenant Academy in the city of Muskegon.

Students will earn credits toward a high school diploma by participating in both face-to-face and online learning. The coursework will be completed using an anywhere, anytime and anyplace approach to online course delivery. Their learning will be strengthened by highly qualified certified teachers who will individualize and customize their instruction according to the needs of the students' Educational Development Plan. The mentors and pupil support staff will support the social, emotional, safety and well-being of the students.

Muskegon Covenant Academy has selected the course provider, Edgenuity, which combines the stability of an established company with the fast-paced, nimble culture of a startup. The award-winning curriculum has helped more than one million students succeed and is used in schools in all 50 states to improve the quality and equity of education. Edgenuity permits pre-assessments so students are given credit for concepts and skills they already have, with the support of the academic team, to add prerequisite lessons or advanced to the next lesson or course.

## **Mission Statement**

The Muskegon Covenant Academy provides high school dropouts and at-risk youth in our communities with new opportunities to earn a high school diploma, improve their life skills and the academic foundation to continue on to higher education or post-secondary skills training. Aided with a compassionate and caring staff, the schools prevent poverty, underachievement and homelessness while offering hope, encouragement and a better chance for future success.

## **Vision Statement**

Muskegon Covenant Academy is committed to providing Excellence in Education for all students. The school will design programs and learning experiences that promote academic achievement and the personal and social growth of every student. As a richly diverse community of learners that values all its members, the school will assume a central role in the community by linking parents, local agencies and businesses to the school.

Muskegon Covenant Academy will provide a safe and productive learning environment in which students can communicate effectively, think critically, solve problems and are technologically literate.

through a variety of activities. Through a challenging course of study with high standards, students will become responsible learners who can not only work collaboratively, but also be accountable for their own academic and developmental progress. Muskegon Covenant Academy students' will graduate as lifelong learners who will make valuable contributions to society. Through the collaboration of school, home and community, every graduate be well prepared for the demands of the 21st century.

Muskegon Covenant Academy mission is to engage, motivate, and provide youth with a positive environment, focusing on academic achievement and life skills that will inspire students to become productive individuals in a global society.

### **Postsecondary (Dual) Enrollment**

The Postsecondary Enrollment Options Act and the Career and Technical Preparation Act encourage and enable qualified students to enroll in courses or programs in certain postsecondary institutions such as state universities, community colleges or non-profit, degree granting colleges or universities located within Michigan. Through this program, students may elect to take college level courses that could satisfy both high school and college credit requirements. Available subject areas and criteria for entrance are determined by participating universities. To qualify for payment of tuition and fees for dual enrollment, all of the following conditions must be met:

- The student must be a junior or senior and must not have completed all graduation requirements
- The student must achieve a qualifying score on the Michigan Merit Exam
- The college course cannot be offered by Muskegon Covenant Academy
- The college course must be an academic course
- A minimum of 50% of the college classes must take place during the months of August- June
- the student must successfully complete college with a minimum grade of C.

### **Special Education**

Muskegon Covenant Academy, offers a full complement of services for students with disabilities. These may include evaluation, eligibility, programs, related services (i.e. speech/social work, etc.), and specialized transportation and transition services. The Individuals with Disabilities Act (IDEA) outlines the legal guidelines for procedures involving programs and services for eligible students from birth to 26 years of age. Child Find is a component of IDEA

that requires states to identify, locate, and evaluate all children with disabilities, aged birth to 26, who are in need of early intervention or special education services.

Students will receive educational services in the Resource Room and the general education classroom. The following interventions will be required:

Special Education services for the impairment will be delivered in the Resource Room as determined by the IEP;

- Special Education students will receive services in the general education classes that are not inclusive of the IEP;
- Special Education students will be encouraged to participate in school activities and events;
- Collaboration between the Special Education and General Education Teacher, as applicable;
- Special Education Teachers will receive progress for the IEP goals from the Special Education Teachers and the general education teachers;
- Disciplinary issues will include counseling and in-house suspension, as applicable;
- Chronic discipline problems will require a Behavior Intervention Plan;
- The attendance for education students will be monitored to ensure success with the student's education goals;
- Documentation of accommodations and modifications at the classroom level
- Special Education Teacher certification with a content area endorsement
- Professional Development as supported by the ISD and other local area training

### **Online Addendum**

The Academy will comply with the requirements of MCL 380.552(20). The Academy will submit a report to the MDE, in a form or manner prescribed by the MDE, that reports the number of pupils enrolled in an online or distance learning program during the immediately preceding month.

### **Graduation**

The educational model for Muskegon Covenant Academy serves students 16-22 years of age and offers a high school diploma upon meeting the academies' graduation requirements. Typically, all of the students have entered the ninth grade at a previous school or schools and have since dropped out. The profiles of the students entering the Muskegon Covenant Academy range from students with ninth grade through senior credits, ages 16-22, and all with various ability levels.

## Graduation Requirements

The standards are outlined in the Common Core and High School Content Expectations (HSCE). The subject areas of English Language Arts, Science, Social Studies, Math, World Language, Arts, and Physical Education/Wellness will be taught by highly qualified, master teachers. In a traditional school, topics within a discipline are assigned to a course title such as “English” or “Biology.” In the proposed school, courses may be organized in different ways to accommodate the needs of the students and their progress in meeting the standards. Although students may be primarily grouped by age into grades 9-12, the movement of students through the curriculum will be based strictly on their individual progress.

### Michigan Merit Curriculum

MMC Mathematics-4cr	MMC Science-3cr	MMC Social Studies-3cr	MMC English Language Arts-4cr
Algebra I	Biology	US History and Geography	ELA 9
Geometry	Physics or Chemistry	World History and Geography	ELA 10
Algebra II	Environmental Science	.5 credit in Civics	ELA 11
Personal Finance or Business Accounting		.5 credit in Economics	ELA 12

MMC Physical Education and Health-1 credit	*MMC Online Learning Experience-1 credit	**MMC Language other than English-2 credits
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\*The Michigan Merit Curriculum guidelines for online learning require that students:

- Take an online course, or
- Participate in an online experience, or
- Participate in online experiences incorporated into each of the required credit courses of the Michigan Merit Curriculum.

Muskegon Covenant Academy’s blended learning model incorporates online learning experience in each of the required credit courses of the Michigan Merit Curriculum through the researched based, online delivery course curriculum Edgenuity.

**\*\*Applies to the graduating class of 2016 and beyond**

**Class Standing According to Credits Earned in the Core Areas**

Class Standing	Grade Level	Credits Earned Range
Freshman	Ninth (9)	0-5
Sophomore	Tenth (10)	5.5-10.5
Junior	Eleventh (11)	11-16
Senior	Twelfth (12)	16.5-22

**Blended Learning**

The curriculum will be delivered through a blended learning model. The students will have the option of taking courses in an online electronic delivery format via Edgenuity with certified teachers available to assist with the teaching and learning process or taking courses in the traditional instructional setting with certified and highly qualified teachers.

**Testing**

**Michigan Merit Exam (Grades 11 and 12, based on credits earned by credits):** Students must complete the State of Michigan High School Michigan Merit Exam (MME) in order to comply with the District's requirements for graduation. The MME is comprised of the ACT plus Writing, the ACT Work Keys, and the MME. Students must take all portions as directed the State Department of Education to comply with this requirement. By participating, students meet one of the requirements for eligibility for the Michigan Promise Scholarship. The exams will be administered during the school day, within a testing window of dates designated by the State Department of Education.

**ACT (Grades 11 and 12, based on credits earned):** The American College Test is required by most Michigan four-year colleges and universities. It measures student achievement in English, Math, Reading and Science reasoning. It is recommended that juniors take the ACT in December with an additional opportunity to test at no charge when they take the ACT/MME in March. Seniors may want to retest in October to try to improve a previous score. The ACT and SAT are given on Saturdays several times during the school year

**NWEA (9-12 by credits):** The Northwest Evaluation Assessment, that measures student growth and achievement in the areas of reading and math. The test is administered on a quarterly basis for a total of 4 times per year.

# Course Offerings

## Muskegon Covenant Academy Curriculum (Edgenuity)

### Course Overview and Syllabus

#### Common Core Algebra I

Course Number: MA2003CC

Grade level: 9

Credits: 1.0

Prerequisite Courses: Common Core Mathematics 8

#### Course Description

This course begins with a brief review of what students should already know about linear equations, with a focus on analyzing and explaining the process of solving equations. Students develop a strong foundation in working with linear equations in all forms, extending solution techniques to simple equations with exponents. Students explore functions, including notation, domain and range, multiple representations, and modeling. Through the comparison of linear and exponential functions, students contrast the concepts of additive and multiplicative change. Students then apply what they have learned to linear models of data, analyzing scatter plots and using lines of best fit to apply regression techniques. The course closes with an exploration of rational exponents, quadratic and exponential expressions, and an introduction to non-linear functions, with a heavy emphasis on quadratics.

#### Course Objectives

Throughout the course, you will meet the following goals:

- Analyze and interpret the structure of expressions and write expressions in equivalent forms to solve problems
- Communicate effectively using graphic, numeric, symbolic, and verbal representations
- Recognize the graph of given data as being linear, quadratic, or exponential
- Solve equations and inequalities in one variable and represent and solve equations and inequalities graphically

- Create and solve equations that describe numbers or relationships
- Model and solve problems with linear systems graphically

### Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

## Common Core Algebra II

Course Number: MA1103CC

Grade level: 11

Credits: 1.0

Prerequisite Courses: Common Core Geometry

### Course Description

This course focuses on the four critical areas of the Common Core model pathway for Algebra II: functions, polynomials, periodic phenomenon, and collecting and analyzing data. The course begins with a review of linear and quadratic functions to solidify a foundation for learning these new functions. Students will make connections between verbal, numeric, algebraic, and graphical representations of functions, and apply this knowledge as they create equations and inequalities that can be used to model and solve mathematical and real world problems. As students refine and expand their algebraic skills, they draw analogies between the operations and field properties of real numbers and those of complex numbers and algebraic expressions.

### Course Objectives

Throughout the course, you will meet the following goals:

- Analyze and interpret the structure of expressions and write expressions in equivalent forms to solve problems
- Communicate effectively using graphic, numeric, symbolic, and verbal representations
- Demonstrate an understanding of the relationship between factors of polynomials through problem solving.
- Solve equations and inequalities in one variable and represent and solve equations and inequalities graphically
- Graph inverse and rational functions solve exponential and logarithmic functions



- Create and solve equations that describe numbers or relationships
- Use probability to analyze and assisting in making decisions.

## Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

## Biology

Course Number: SC1115

Grade level: 9–10

Credits: 1.0

Prerequisite Courses: None

## Course Description

A compelling two-semester course, SC1115 engages students in the study of life and living organisms and examines biology and biochemistry in the real world. This is a two-semester course that encompasses traditional concepts in biology and encourages exploration of new discoveries in this field of science. The components include biochemistry, cell biology, heredity and reproduction, the evolution of life, classification and the first four kingdoms, plant and animal kingdoms, human body systems, and ecology.

## Course Objectives

Throughout the course, you will meet the following goals:

- Understand the relationships among living organisms
- Describe the functions and processes that control cellular activities
- Trace the discoveries and scientific thought that increase the application of new technology in the field of DNA and genetics
- Examine the taxonomy that organizes all organisms
- Recognize the structures and functions of systems of the human body
- Relate the interdependence of ecosystems and propose solutions to issues impacting the environment

## Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

## Chemistry

Course Number: SC1116

Grade level: 10–11

Credits: 1.0

Prerequisite Courses: None

## Course Description

A fascinating look into the composition, structure, and reactions of matter, SC1116 encourages high school students to study of the composition, properties, changes to, and interactions of matter. Over the course of two semesters, students engage in lessons that unlock the mysteries of the elements that make up our planet, covering subject such as atomic structures, the periodic table, and chemical bonding. Compelling course content challenges students and inspires further inquiry into more advanced levels of chemistry.

## Course Objectives

Throughout the course, you will meet the following goals:

- Trace the development of the atomic theory
- Understand the composition and properties of matter and the changes that matter goes
- Examine the relationship between the elements on the periodic table
- Describe chemical reactions, interactions, and cause-effect relationships in real-world Applications
- Apply critical thinking, reasoning, and decision making skills to solve problems involving Chemistry
- Understand and appreciate how chemistry affects daily life and society

## Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

## Common Core English Language Arts 9

Course Number: SC1113

Grade level: 6–8

Credits: 1.0

Prerequisite Courses: None

### Course Description

Students enrolled in this dynamic course will explore the scope of Earth sciences, covering everything from basic structure and rock formation to the incredible and volatile forces that have shaped and changed our planet. As climate change and energy conservation become increasingly more prevalent in the national discourse, it will be important for students to understand the concepts and causes of our changing Earth. Intended for middle school students, SC1113 is a two-semester course that will provide a solid foundation for understanding the physical characteristics that make the planet Earth unique and will examine how these characteristics differ among the planets of our solar system.

### Course Objectives

Throughout the course, you will meet the following goals:

- Describe the formation, identification, and utilization of rocks and minerals
- Explain methods for measuring geological time
- Describe the landforms found on Earth and the factors that have caused them to change over time
- Discuss the importance, availability, and use of Earth's water supply
- Describe the use and conservation of resources
- Explain the impact of weather and climate on various regions of the earth
- Relate Earth to larger systems like the solar system, galaxies, and the universe

### Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks

- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

## Common Core English Language Arts 9

Course Number: ELA2064CC

Grade level: 9

Credits: 1.0

Prerequisite Courses: None

### Course Description

This freshman English course provides rigorous training in reading, writing, listening, and speaking. Using the core foundation, the course expands on traditional concepts and applies them to modern 21<sup>st</sup> century demands. Through assigned reading, the course includes targeted lessons in techniques such as visualizing, making inferences and predictions, and recognizing organizational patterns in online and offline texts. In writing, students apply the writing process, evaluate essays, and learn to use MLA style and documentation. Interactive grammar lessons will strengthen students' grasp of language and improve writing skills.

### Course Objectives

Throughout the course, you will meet the following goals:

- Read increasingly complex literature independently with fluency and comprehension
- Understand and analyze literature from various genres
- Communicate effectively through a variety of writing assignments
- Use research skills to access, interpret, and apply information from a variety of sources
- Apply 21st-century skills, which are essential for becoming critical and informed citizens
- Learn transferable vocabulary skills to help interpret unfamiliar words in various contexts
- Learn to use Standard English from a variety of grammar lessons

### Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson

- Assessments including quizzes, tests, and cumulative exams

## Common Core English Language Arts 10

Course Number: ELA2065CC

Grade level: 10

Credits: 1.0

Prerequisite Courses: None

### Course Description

Focused on application, this sophomore English course reinforces literary analysis and 21st-century skills with superb pieces of literature and literary nonfiction, application e-resources, and educational interactives. Each thematic unit focuses on specific literary analysis skills and allows students to apply them to a range of genres and text structures. As these units meld modeling and application, they also expand on training in media literacy, 21st-century career skills, and the essentials of grammar and vocabulary. Under the guidance of the eWriting software, students will also compose descriptive, persuasive, expository, literary analyses, research, narrative, and compare-contrast essays.

### Course Objectives

Throughout the course, you will meet the following goals:

- Read increasingly complex literature independently with fluency and comprehension
- Create multimedia projects that demonstrate an understanding of literary texts
- Communicate effectively through a variety of writing assignments
- Use research skills to access, interpret, and apply information from a variety of sources
- Analyze content presented in diverse formats to determine how various texts address similar themes/topic
- Apply 21st-century skills, which are essential for becoming critical and informed citizens
- Learn to use Standard English from a variety of grammar lessons

### Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

## Common Core English Language Arts 11

Course Number: ELA1093CC

Grade level: 11

Credits: 1.0

Prerequisite Courses: None

### Course Description

Focusing on American literature, this junior-level English course takes students on a journey spanning from Native American origin myths to contemporary works. In an engaging course structure, students explore classic American literature in chronological order and within the context of literary eras. Over two semesters, students read and analyze canonical works from authors such as Frederick Douglass, Edgar Allan Poe, Emily Dickinson, Walt Whitman, Nathaniel Hawthorne, Kate Chopin, F. Scott Fitzgerald, and Langston Hughes. In addition to the literature, the course also integrates communication, grammar, and writing lessons throughout to improve students' ability to discuss the readings in a scholarly setting.

### Course Objectives

Throughout the course, you will meet the following goals:

- Demonstrate knowledge of foundational works of American literature
- Analyze seminal works of American literary nonfiction and evaluate their structure and Reasoning
- Analyze the impact of an author's choices regarding how to develop and relate elements of a text
- Demonstrate increasing sophistication in the six traits of writing
- Learn to use Standard English from a variety of grammar lessons

### Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

## Common Core English Language Arts 12

Course Number: ELA1094CC

Grade level: 12

Credits: 1.0

Prerequisite Courses: None

## Course Description

This senior-level English course offers fascinating insight into British literary traditions spanning from Anglo-Saxon writing to the Modern Period. With interactive introductions and historical contexts, this two-semester course connects philosophical, political, religious, ethical, and social influences of each time period to the works of many notable authors, including Chaucer, William Shakespeare, Queen Elizabeth I, Elizabeth Barrett Browning, and Virginia Woolf. Adding an extra dimension to the British literary experience, this course also exposes students to world literature, including works from India, Europe, China, and Spain.

## Course Objectives

Throughout the course, you will meet the following goals:

- Demonstrate knowledge of foundational works of British and world literature
- Analyze seminal pieces of British and world literary nonfiction and evaluate their structure and reasoning
- Analyze the impact of an author's word choice and how that author's voice and choice of words relates to elements of a text
- Learn communication skills necessary for real-world presentations and collaboration
- Create a variety of original compositions in response to persuasive, expository, and literary prompts
- Learn to use Standard English from a variety of grammar lessons

## Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

## Government

Course Number: SS1110

Grade level: 9–12

Credits: 1.0

Prerequisite Courses: None

## Course Description

Providing students with the opportunity to learn about the historical events, philosophers, and topical issues that helped create the democratic foundations of this nation, SS1110 is an engaging course that will introduce high school students to the Founding Fathers and expose them to the ideas that shaped the nation. Over the course of two semesters, students will identify important political leaders and trace the development and organization of federal, state, and local government. In addition, students will explain the political process and analyze the United States' role as a global, political, and economic participant. The course specifically targets the philosophies and foundations of the United States government, the organization of the branches of government, government on a state and local level, and civil liberties and laws. Full of timely and interesting content, this course will inspire students to be more informed citizens and equip them to understand how the United States compares economically and politically on a global scale.

## Course Objectives

Throughout the course, you will meet the following goals:

- Understand the foundations of the United States government and the role of the Constitution in shaping American democracy
- Interpret the importance of the Constitution, the Bill of Rights, and other amendments in shaping government and civil liberties in the United States
- Identify the rights and responsibilities of citizens, political parties, government agencies, and elected offices at various levels of government in the United States
- Analyze the concept of checks and balances and identify and describe the roles of the Executive, Legislative, and Judicial branches within the United States government
- Compare and contrast different forms of government in countries throughout the world, including multi-party systems, dictatorships, democracies, and socialist and communist governments, and examine the rights of citizens in each
- Assess the role of government in defining different economic systems
- Investigate changes to civil liberties throughout American history and the role of the Judicial Branch in defining these changes

## Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:



- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

## Economics

Course Number: SS1111

Grade level: 9–12

Credits: 0.5

Prerequisite Courses: None

### Course Description

Presenting timely and engaging content, SS1111 provides 12th-grade students with an understanding of the principles of economics. As they become familiar with how markets work, students interact with lessons to apply the key microeconomic concepts of supply and demand as well as the role of prices. This one-semester course targets important aspects of the world economy, including international trade and global economic challenges, and encourages students to apply the economic way of thinking to a variety of situations relevant to their everyday lives.

### Course Objectives

Throughout the course, you will meet the following goals:

- Interpret graphs, market data, and vocabulary used by economists
- Compare and contrast economic systems, and describe how government, the factors of production and the principles of private ownership of property influence these systems  
Understand how basic economic principles, including opportunity cost, specialization, and comparative advantage, affect markets and the production of goods and services. Analyze the relationship between supply and demand and the roles of consumers and producers in influencing markets and trends
- Examine the qualities of market systems, banking systems, and financial markets, and assess the causes of economic instabilities
- Explore the role of government and government agencies in the United States economy, and assess the arguments for and against government intervention in economic matters

### Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

## US History

Course Number: SS1109

Grade level: 9–12

Credits: 1.0

Prerequisite Courses: None

### Course Description

Delving into the crucial political, social, economic, and cultural events that have shaped and enriched the history of the United States, SS1109 traces the experiences and effects of important historical and political figures from the early colonial era to the 21st century. Over the course of two semesters, high school students explore historical events, such as the Civil War, America's westward expansion, the Great Depression, World War I, World War II, and the Cold War, and determine how each event affected the nation.

### Course Objectives

Throughout the course, you will meet the following goals:

- Describe the political development and history of the United States, including the influence of democratic ideals, the changing role of government, and the development of the modern two-party system, by analyzing the documents and decisions that have shaped American government
- Explore the evolution of American culture and society from the colonial era to the present, including the effects of advancement in technology
- Describe the role of immigration and migration in the development of the nation, and identify common push and pull factors affecting these trends in United States history
- Identify and assess the nature of conflicts within United States history, including the Revolutionary War and the Civil War, and global conflicts such as World War I, World War II, Vietnam, and the Cold War
- Compare and contrast political, economic, and social developments in United States history, including those occurring during Colonialism, Westward Expansion, Sectionalism and the Civil War Era, the Gilded Age, the Progressive Era, the Great Depression, and the Post-war Era.

- Trace the economic development of the United States, including its shift from an agrarian to an industrial economy, its emergence as a leading economic force in the world, and its role in the global economy today
- Analyze the foundations and impact of cultural and reform movements throughout United States history, such as the civil rights movement

### Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

## World History

Course Number: SS1108

Grade level: 9–12

Credits: 1.0

Prerequisite Courses: None

### Course Description

Beginning with topics from prehistory and culminating in the events of the 21st century, SS1108 provides interactive course content that will challenge high school students to learn about the political, economics, and social aspects of world history. This highly engaging, two-semester course encourages students to explore the major revolutions and social movements that have influenced different nations and eventually spread throughout the world. During this course, students will be exposed to a variety of pressing issues that have garnered opportunities for both conflict and cooperation in the modern world.

### Course Objectives

Throughout the course, you will meet the following goals:

- Trace and analyze the development of civilization in Africa, Asia, Europe, and the Americas and explore how societies change over time
- Describe the emergence of monarchical rule, and examine its effects on the development of government, society, and economic change
- Investigate the causes of global exploration, and explore the effects of imperialism and colonialism on global interactions

- Analyze the causes of revolutionary and nationalist movements, and evaluate their long term effects
- Explore the conflicts between nations to present day, and analyze their impact on modern issues
- Describe cultural characteristics of societies over time, including the role of women, religion, and art and literature, and investigate the effects of technological innovation on economic and social change
- Use social studies skills to access, interpret, and apply information from a variety of sources

### Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

## Healthy Living

Course Number: EL2081

Grade level: 9-12

Credits: 0.5

Prerequisite Courses: None

### Course Description

Encouraging students to make responsible, respectful, informed, and capable decisions about topics that affect the well-being of themselves and others, EL2081 is a one-semester course that provides students with comprehensive information they can use to develop healthy attitudes and behavior patterns. Designed for high school students, this informative and engaging course encourages students to recognize that they have the power to choose healthy behaviors to reduce risks.

### Course Objectives

Throughout the course, you will meet the following goals:

- Examine how various types of pollution affect local communities and the world
- Identify characteristics of good mental and emotional health

- Develop speaking, listening, and nonverbal communication skills necessary for building healthy relationships
- Describe how sources of conflict, violence, and abuse can be minimized
- Assess nutritional needs based on dietary guidelines and the food guide pyramid
- Summarize the effects of tobacco use on family, finances, and society and the effects of alcoholism on families and society
- Describe the role of medicine in health promotion, disease prevention, and possible complications that may arise from taking them
- Identify community resources available to help treat and prevent the spread of communicable diseases

## Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments, in which you apply and extend learning in each lesson

## Lifetime Fitness

Course Number: EL2083

Grade level: 9–12

Credits: 0.5

Prerequisite Courses: None

## Course Description

Exploring fitness topics such as safe exercise and injury prevention, nutrition and weight management, consumer product evaluation, and stress management, EL2083 equips high school students with the skills they need to achieve lifetime fitness. Throughout this one-semester course, students assess individual fitness levels according to the five components of physical fitness: cardiovascular health, muscular strength, muscular endurance, flexibility, and body composition. Personal fitness assessments encourage students to design fitness programs to meet their individual fitness goals.

## Course Objectives

Throughout the course, you will meet the following goals:

- Describe the importance of physical fitness for all ages and abilities

- Describe common exercise-related physical injuries and list guidelines for preventing injuries during physical activity
- Identify diseases that can affect the different systems of the body, and recognize the relationship between stress and disease
- Identify team sports that achieve health-related fitness goals both in school and outside of school
- Describe how people react to stress physically, emotionally, and behaviorally
- Discuss the educational requirements for different careers in the fitness and wellness industry

### Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

**SCHEDULE 7-3**

**STAFF RESPONSIBILITIES**

Administrator and Teacher Evaluation Systems. The Academy Board shall adopt and implement for all teachers and school administrators a rigorous, transparent, and fair performance evaluation system that complies with sections 1249 and 1250 of the Code. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.

Performance Evaluation System Commencing with the 2013-2014 School Year. If the Academy Board adopts and implements for all teachers and school administrators a performance evaluation system that complies with section 1249(7) of the Code, then the Academy Board is not required to implement a performance evaluation system that complies with section 1249(2) and (3). If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.

Parent Notification of Ineffective Teacher Ratings. Beginning with the 2015-2016 school year and continuing on during the term of this Contract, if a pupil is assigned to be taught by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations under section 1249, the Academy Board shall notify the pupil's parent or legal guardian that the pupil has been assigned to a teacher who has been rated as ineffective on the teacher's 2 most recent annual year-end evaluations. The notification shall be in writing and shall be delivered to the pupil's parent or legal guardian by U.S. mail not later than July 15<sup>th</sup> immediately preceding the beginning of the school year for which the pupil is assigned to the teacher, and shall identify the teacher who is the subject of the notification.

Teacher and Administrator Job Performance Criteria. The Academy Board shall implement and maintain a method of compensation for its teachers and school administrators that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation earned and paid in accordance with Applicable Law. The assessment of job performance shall incorporate a rigorous, transparent, and fair evaluation system that evaluates a teacher's or school administrator's performance at least in part based upon data on student growth as measured by assessments and other objective criteria. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider complies with this section.





Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule. The Academy may use noncertified individuals to teach as follows:

(a) A classroom teacher in any grade a faculty member who is employed full-time by the state public university and who has been granted institutional tenure, or has been designated as being on tenure track, by the state public university, and

(b) In any other situation in which a school district is permitted under this act to use noncertificated teachers.

All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.



## **Job Description**

**Position:** Administrator  
**Reports to:** Superintendent

**General Description:** The Administrator serves as the instructional leader for the professional and paraprofessional staff assigned to the Academy and is responsible for management of all aspects of the school's operation, including: educational programming, supervision of all instruction, supervision and evaluation of certificated and classified employees, communication with the school community, supervision of school in-service programs, compliance with all federal, state and district laws, regulations, policies and requirements, and other related work as required.

### **Primary Responsibilities**

- Understands, accepts, and abides by the Muskegon Covenant Academy philosophy and mission statement in all his/her school activities
- Interpret, enforce and develop regulations that are in agreement with Board policies, the school handbook and state and federal law.
- Provide leadership in the recruitment of staff and execute a system of personnel selection and assignment.
- Provide leadership for and share responsibility for the development and implementation of staff in-service programs.
- Promote staff professional growth, cooperation and self-development.
- Supervise and evaluate staff performance.
- Provide leadership for the planning, development and implementation of the high school's internship and student teaching programs.
- Develop, maintain, evaluate, implement and enhance curricular and extracurricular programs that reflect student achievement and growth in the cognitive, affective and psychomotor domains.
- Keep abreast of developments in secondary school curriculum and instruction and provide leadership in determining the appropriateness of incorporating recent developments/trends into the school's educational program.
- Provide leadership for the planning, development and implementation of the high school's curriculum.
- Provide leadership for the planning, development and implementation of the high school's budget.
- Use a systematic plan of checks and balances when preparing and supervising the building's budget.
- Supervise all ticket sales and fund-raising events at the high school and assume responsibility for the proper handling of funds.
- See that facilities are operated effectively and efficiently and see that applicable health and safety standards are met.
- Provide for adequate inventories of property and for the security and accounting of that property.

- Foster positive citizen-staff-student relations and effective communication and citizen participation in the schools by maintaining positive and/or improving human relations and rapport.
- Foster good school-community relations by keeping the community aware and responsive to activities by administering a quality informational program.
- Plan, organize and supervise recognition programs for school activities.
- Develop long- and short-range plans, goals and objectives through a systematic process.
- Provide educational and administrative leadership in making and carrying out decisions for the building.
- Anticipate problems and initiate solutions to problems.
- Coordinate student personnel services including the maintenance of discipline, the monitoring of attendance, the preparation of handbooks, the supervision of student, the supervision of school health services, providing assistance in guidance and counseling activities and collaborating with others in the modification of student behavior, including non-school service agencies.
- Provide leadership in student management, including in the areas of student attendance, discipline and academic progress.
- Inform and consult with the Superintendent regularly on the overall operation of the Academy.
- Uses computers and other technology provided to assist students.
- Establishes standards for student behavior that are designed to ensure academic integrity and appropriate uses of the Internet and written communication.
- Communicates high expectations.
- Acts in accordance to the directives and assignments given by the Superintendent.
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Muskegon Covenant Academy manuals pertinent to the position.
- Follows the dress code as stated in the employee manual.
- School activities —The Administrator is required to attend and/ or participate in such other activities as directed by the Superintendent such as: faculty meetings (before or after school hours), open houses, commencement exercises, chaperone student activities, provide guidance for students, study and help resolve school problems, and participate in the preparation of courses of study -- these activities demonstrate valuable support for Muskegon Covenant Academy

### **Essential Skills and Abilities**

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Muskegon Covenant Academy serves
- Proven ability to plan, organize and direct the operations plant, and personnel of the Academy
- Knowledge of current applicable laws, regulations, codes, policies and procedures
- An aptitude and working knowledge of computer courseware and hardware
- Ability to impact student achievement through mentoring, motivation, and monitoring practices

### **Qualifications**

- Master's Degree in Educational Leadership
- Administration Certification Preferred
- Minimum of three years administrative leadership experience at the high school level
- Excellent oral and written communication skills
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

This job description is a summary of the responsibilities, duties, knowledge, skills, experience, abilities and qualifications associated with this position. It is not an exhaustive list and may be changed at any time.

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**I acknowledge that I have received a revised copy of my job description, have reviewed it, and have been given a copy.**

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Signature

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Date



## **Job Description**

**Position:** High School Teacher  
**Reports to:** Administrator

**General Description:** Delivers teacher-led instruction in an online learning environment for the purposes of supplemental enrichment, core curriculum and credit recovery to meet a range of educational needs for at-risk and homeless youth.

### **Primary Responsibilities**

- Understands, accepts, and abides by the Muskegon Covenant Academy philosophy and mission statement in all his/her school activities
- Differentiates instruction based on students' learning styles and needs and assists students in assimilating information to gain understanding and knowledge
- Uses computers and other technology provided to assist students
- Establishes standards for student behavior that are designed to ensure academic integrity and appropriate uses of the Internet and written communication
- Arranges media and content to help transfer knowledge most effectively in the online environment
- Uses student data to inform instruction, guides and monitors students' management of their time, monitors learner progress with available tools and develops an intervention plan for unsuccessful learners
- Demonstrates effective instructional strategies and techniques that actively engage students in the learning process
- Provides continuous evaluation of students to include pre-and post-testing and student input throughout through each course
- Prepares and administers all standardized tests as directed
- Keeps accurate records on each student such as grade books and progress reports, lesson plans, attendance records, and behavior/discipline records
- Maintains the classroom environment in an orderly fashion that is conducive to effective teaching and learning
- School activities — Teachers are required to attend and/ or participate in such other activities as directed by the Administrator such as: faculty meetings (before or after school hours), open houses, commencement exercises, these activities demonstrate valuable support for the Muskegon Covenant Academy
- Acts in accordance to the directives and assignments given by the Administrator
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Muskegon Covenant Academy manuals pertinent to the position

### **Essential Skills and Abilities**

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Muskegon Covenant Academy serves
- Ability to adapt and adjust instruction to create multiple paths to meet learning objectives

- Ability to impact student achievement through mentoring, motivation, and monitoring practices

**Qualifications**

- Bachelor's Degree
- Certification in appropriate area
- Excellent oral and written communication skills
- Passion for working with at-risk youth in an online learning setting

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Signature

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Date



## **Job Description**

**Position:** 31a Paraprofessional

**Reports to:** Administrator

**General Description:** Provides instructional support services under the direct supervision of a teacher for students who have been identified as failing, or most at-risk of failing to meet academic achievement standards. This is a grant-funded position, employment continuation is directly dependent upon funds availability and job performance.

### **Primary Responsibilities**

- Understands, accepts, and abides by the Muskegon Covenant Academy philosophy and mission statement in all his/her school activities
- Administers reading and math tests to identify the level of student achievement
- Works with the teacher to determine the instructional needs of each 31a student
- Provides one-on-one and small group tutoring in reading and math
- Maintains student files as required by the needs of federal, state, and local guidelines to track student progress
- Assists the 31a Coordinator with gathering a variety of data that is needed for reporting to state and/or federal agencies
- Designs tutoring schedule for working with qualified 31a students.
- Attends in-service professional development, building and district meetings
- Communicates with parents and families as directed by the teacher or administrator
- Promotes high levels of achievement in relation to individual abilities
- Develops and maintains a Targeted Assistance environment that is conducive to effective student learning
- Communicates goals and academic expectations to students
- Maintains confidentiality concerning all student information and any professional matters
- Uses only forms or reporting records approved and /or adopted by the Muskegon Covenant Academy
- Gathers, maintains, and submits, as directed, all information and forms related to the use of technology
- Works in a professional and cooperative manner with others to achieve duties and responsibilities
- Follows the dress code as stated in the employee manual
- School activities — the 31a Paraprofessional is required to attend and/ or participate in such other activities as directed by the Principal such as: faculty meetings (before or after school hours), open houses, commencement exercises, 31a Parent Meetings, these activities demonstrate valuable support for the Muskegon Covenant Academy
- Acts in accordance to the directives and assignments given by the Administrator
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Muskegon Covenant Academy manuals pertinent to the position

**Essential Skills and Abilities**

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Muskegon Covenant Academy serves
- Knowledge of Title I, instructional and all compliance requirements
- Ability to reinforce the teacher's effect in the classroom
- An aptitude and working knowledge of computer courseware and hardware
- Ability to impact student achievement through mentoring, motivation, and monitoring practices

**Qualifications**

- Associates Degree, Bachelor's Preferred
- Meets No Child Left Behind Highly Qualified requirements
- Experience working with at-risk youth
- Excellent oral and written communication skills
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

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Date





## **Job Description**

**Position:** Attendance Officer  
**Reports to:** Administrator

**General Description:** The role of the Attendance Officer is to provide leadership for the recruitment, enrollment and retention of Academy students. This position shall serve the education process by ensuring students develop and maintain good attendance practices and that parents support the attendance requirements of the school; shall act as a liaison between the families and Muskegon Covenant Academy.

### **Primary Responsibilities**

- Provides leadership for the development, monitoring and implementation of the Academy's dropout recovery plans.
- Coordinates the activities of the wraparound, pupil support and academic services for the purpose of improving student achievement, meeting district objectives, and ensuring compliance with relevant local, state and federal regulations.
- Facilitates data collection for new and re-enrolled students for the purposes of conducting risk assessments.
- Continuously monitors and evaluates all aspects of the admissions program with the goal of maximizing and maintaining the Academy's enrollment capacity.
- Monitors students attendance, develops methods for tracking retention, collects, compiles, analyzes and evaluates retention data.
- Assists the school leadership with developing effective school, family, and community-based partnerships.
- Develops and implements intervention strategies for re-enrolled students for the purposes of sustainable attendance re-entry and successful program completion.
- Accountable for the effective communication of recruitment and admission policies and procedures throughout the Academy and to prospective students, teachers and parents.
- Counsels students in matters of attendance and tardiness in accordance to the Academy attendance policy.
- Provide technical assistance to parents and students in developing the skills needed to function effectively in a working relationship between home and school.
- Contacts parents/guardians by phone, mail, and home visits in accordance with the Academy attendance policy
- Ascertain the level of parents and students educational values and make recommendations for changes as necessary.
- Work closely with staff to identify habitually absent and implement strategies to increase student attendance.
- Consult with building principals, guidance counselors, child study team members, and parents/guardians regarding the development of interventions for improving daily student attendance and the overall retention rate of each Academy.
- Compose detailed documentation, maintain accurate records, and prepare reports in a timely manner.

- Display ethical behavior in working with students, parents, school personnel, and outside agencies associated with Muskegon Covenant Academy .
- Protect confidentiality of records and information gained as part of exercising professional duties and use discretion in sharing such information within the legal confines.
- Serve as a role model for students and staff in demonstrate positive attitude, appropriate attire, personal grooming, and an effective work ethic.
- Communicates high expectations.
- Maintain regular and reliable attendance.
- Works in a professional and cooperative manner with others to achieve duties and Responsibilities.
- School activities — the Retention Manager/Attendance Officer is required to attend and/or participate in such other activities as directed by the Assistant Administrator such as: faculty meetings (before or after school hours), open houses, commencement exercises, chaperone student activities, provide guidance for students, participate on faculty committees, study and help resolve school problems, and participate in the preparation of courses of study -- these activities demonstrate valuable support for Muskegon Covenant Academy .
- Acts in accordance to the directives and assignments given by the Assistant Administrator.
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Muskegon Covenant Academy manuals pertinent to the position.

### **Essential Skills and Abilities**

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Muskegon Covenant Academy serves.
- Ability to lead the development of continuous improvement and ability to facilitate data-driven decision making.
- Must be skilled in collaborative leadership of individuals and groups.
- Knowledge of accepted and effective techniques for working with at risk youth with diverse family dynamics
- An aptitude and working knowledge of computer courseware and hardware.
- Ability to impact student retention through mentoring, motivation, and monitoring practices.

### **Qualifications**

- Bachelor's Degree in social work, marketing, education, or related field.
- Minimum of five years of experience working with at-risk youth
- Hold and maintain a valid driver's license and have a reliable vehicle for transportation
- Have excellent integrity and demonstrate good moral character and initiative
- Demonstrate the ability to communicate effectively both orally and in writing
- Knowledge of accepted and effective techniques for working with at risk youth with diverse family dynamics
- Proficient in computer applications
- Effective organizational skills with the ability to multitask

- Satisfactory completion of criminal history check

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Date



## **Job Description**

**Position:** Data Specialist  
**Reports to:** Administrator

**General Description:** The Data Specialist is responsible for the quality, integrity, and completeness of essential electronic records for all students with a special emphasis on demographic and enrollment data.

### **Primary Responsibilities**

- Compiles and maintain attendance accounting data for all regular and special programs for the academy
- Audits and reviews enrollment and attendance data provided by school staff for the computation of average daily attendance
- Prepares a variety of regular and special reports related to pupil attendance, class size, and other current or historical data as required by the state and county and for district planning and information purposes
- Creates and submits data files for pre-identification for all required state and federal assessments
- Develops or assists in developing automated systems to support attendance accounting
- Generates and transmits pupil accounting data as required by the Michigan Department of Education for the purposes of maintaining local, state and federal compliance
- Assists with providing the Academy with requested data analysis, summary and longitudinal reports, disaggregation of data for various attributes
- Responds to inquiries and requests for data information from MISTAR, including but not limited to form letters, labels, searches, progress reports, attendance and disciplinary reports
- To provide assistance and act as a resource agent in answering questions by  
Local Educational Agencies, parents, state department and community members throughout the year regarding pupil accounting and truancy, and various state reports

### **Essential Skills and Abilities**

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Muskegon Covenant Academy serves
- Demonstrated high level of organizational skills and analytical ability
- Ability to effectively problem solve and to work with minimum supervision

### **Qualifications**

- Associate's Degree, Bachelor's preferred in business, accounting or related field
- Minimum of three years of experience in pupil accounting
- Hold and maintain an valid driver's license

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## **Job Description**

**Position:** Enrollment Secretary

**Reports to:** Administrator

**General Description:** Serves as the primary contact person and liaison between the Administrator and students, teachers, parents, staff and the community; provides students, parents, staff and the public with information through a wide variety of secretarial and administrative services which directly supports the educational environment.

### **Primary Responsibilities**

- Answers and responds to phone calls in such a way that callers feel welcomed and valued
- Handles and processes confidential mail and other documents
- Receives and sends, faxes, mail, emails as applicable
- Welcomes visitors and guests
- Type, mail, merge, collate and distribute student reports
- Maintains the school database with new applications for enrollment
- Responds to questions from a variety of internal and external sources (e.g. staff, other educational institutions, the public, parents and students, etc.) for the purposes of providing information and/or direction
- Organizes interviews for potential employment candidates
- Maintains and updates waiting lists with Data Specialist regarding potential enrollees
- Supports instructional and administrative staff in clerical, administrative and organizational matters
- Prepares standardized documents and reports (e.g. form letters and memos, calendars, and periodic reports, etc.) for the purposes of communicating information students, parents, and other stakeholders
- Liaise with students and parents regarding meetings and requirements of the Administrator
- Compiles student records (e.g. birth certificates, transcripts, updating transcripts, updating student information system, etc.) for the purposes of meeting State, Federal and District requirements
- Calculates monthly income for the Free/Reduced lunch program to determine eligibility requirements as regulated by the State of Michigan
- Maintains confidentiality concerning all personnel information and any professional matters
- Evaluates situations (e.g. involving staff, students, parents, the public, etc.) for the purpose of taking appropriate action and/or directing to appropriate personnel for resolution
- Exhibits punctuality
- Follows the dress code as stated in the employee manual
- Verifies student tardiness and early dismissals as necessary
- School activities — the Enrollment Secretary is required to attend and/ or participate in such other activities as directed by the Administrator such as: faculty meetings (before or

after school hours), open houses, commencement exercises, chaperone student activities, provide guidance for students, participate on faculty committees, study and help resolve school problems, and participate in the preparation of courses of study -- these activities demonstrate valuable support for the Muskegon Covenant Academy

- Acts in accordance to the directives and assignments given by the Administrator
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Muskegon Covenant Academy manuals pertinent to the position

### **Essential Skills and Abilities**

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Muskegon Covenant Academy serves
- Ability to handle large volumes of phone calls with a high degree of professionalism
- An aptitude and working knowledge of computer courseware and hardware
- Ability to prioritize and manage competing demands

### **Qualifications**

- Associates Degree
- Secretarial or Accounting Experience
- Excellent oral and written communication skills
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

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Signature

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Date



## **Job Description**

**Position:** Homeless Liaison/Youth Advocate

**Reports to:** Administrator

**General Description:** The Homeless Liaison/Youth Advocate is responsible for supporting the needs of the homeless student population and ensuring the delivery of mandated services to facilitate the student's attendance and access to appropriate education; the Homeless Liaison/Youth Advocate and the student work in partnership to identify and attain goals in the areas of employment and education, self-sufficiency skills, health and wellness, relationships, professionalism and personal advocacy.

### **Primary Responsibilities**

- Understands, accepts, and abides by the Muskegon Covenant Academy philosophy and mission statement in all his/her school activities
- Interprets laws relating to homeless students; and ensures the delivery of mandated services
- Collaborates with school staff to develop interventions for students identified as homeless and develops individualized service plans
- Implements case management services and makes referrals to other professional or community service agencies as needed
- Provide families with information related to the needs of their child and acts as a resource to parents/guardians by communicating available services
- Acts as a resource to school leadership, counselors, teachers, and social service agencies regarding homeless students, interpretation of homeless attendance policies and laws and record keeping requirements
- Conducts training to staff on laws as it relates to the homeless student population and recommends strategies for supporting the needs of these students
- Assists in the planning and implementation of individual Educational Development Plans; supports students' goals; encourages and assists students in achieving their goals.
- Facilitates or co-leads daily group activities such as problem solving, goal planning, self-esteem, interpersonal skills, behavior management, etc.
- Maintains necessary records ensuring confidentiality of students and their families and prepares related reports
- Provide technical assistance to parents and students in developing the skills needed to function effectively in a working relationship between home and school.
- Ascertain the level of parents and students educational values and make recommendations for changes as necessary.
- Work closely with staff to identify habitually absent and implement strategies to increase student attendance
- Consult with building administrator, guidance counselors, child study team members, and parents/guardians regarding the development of interventions for improving daily student attendance and the overall retention rate of each Academy



- Compose detailed documentation, maintain accurate records, and prepare reports in a timely manner
- Display ethical behavior in working with students, parents, school personnel, and outside agencies associated with the Muskegon Covenant Academy
- Create and deliver impactful service plans for youth that focus on achieving outcomes in the areas of education, employment, long-term housing, parenting, relationships and overall health
- Conduct one-hour weekly meetings with all youth assigned to caseload to help participants identify and accomplish short and long-term goals.
- Coordinate with referral agencies, identify community resources, track participants progress
- Protect confidentiality of records and information gained as part of exercising professional duties and use discretion in sharing such information within the legal confines
- Serve as a role model for students and staff in demonstrate positive attitude, appropriate attire, personal grooming, and an effective work ethic
- Communicates high expectations
- Maintain and regular and reliable attendance
- Works in a professional and cooperative manner with others to achieve duties and responsibilities
- Follows the dress code as stated in the employee manual
- School activities — the Homeless Liaison/Youth Advocate is required to attend and/ or participate in such other activities as directed by the Administrator such as: faculty meetings (before or after school hours), open houses, commencement exercises, chaperone student activities, provide guidance for students, participate on faculty committees, study and help resolve school problems, and participate in the preparation of courses of study -- these activities demonstrate valuable support for the Muskegon Covenant Academy
- Acts in accordance to the directives and assignments given by the Administrator
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Muskegon Covenant Academy manuals pertinent to the position

### **Essential Skills and Abilities**

- Bachelor's Degree in related field
- Minimum of five years of experience working with at-risk youth
- High level of personal accountability for the quality and impact of work
- Excellent communication skills, professional demeanor, sound judgment, and strong organizational skills
- Ability to understand the awareness of and sensitivity to the needs of homeless and at risk youth that Muskegon Covenant Academy serves
- Knowledge of accepted and effective techniques for working with at risk youth with diverse family dynamics
- An aptitude and working knowledge of computer courseware and hardware
- Ability to impact student retention through mentoring, motivation, and monitoring practices

### **Qualifications**

- Bachelors Degree

- Hold and maintain a valid driver's license and have a reliable vehicle for transportation
- Have excellent integrity and demonstrate good moral character and initiative
- Demonstrate the ability to communicate effectively both orally and in writing
- Must demonstrate a sincere commitment and ability to advocate for troubled youth
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

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Signature

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Date



## **Job Description**

**Position:** Paraprofessional

**Reports to:** Administrator

**General Description:** Supports teachers in the instruction of students, which includes but is not limited to: reading, writing, science, social studies, mathematics and other designated curriculum; assists in conducting testing and assessment, multi-media activities, record keeping, computer operation, lesson plans, and other activities.

### **Primary Responsibilities**

- Understands, accepts, and abides by the Muskegon Covenant Academy philosophy and mission statement in all his/her school activities
- Administers reading and math tests to identify the level of student achievement
- Works with the teacher to determine the instructional needs of each student
- Provides one-on-one and small group tutoring in reading and math
- Works in collaboration with the teachers to monitor learner progress with available tools and develops an intervention plan for unsuccessful learners
- Collaborate with teachers to develop clear classroom objectives for students
- Promotes high levels of achievement in relation to individual abilities
- Active participant of the instructional team regarding floor management and student issues/support
- Performs general record keeping and clerical functions (e.g. attendance logs, activity reports, lunch computer reports, etc.) for the purpose of supporting the teacher and/or supervisory staff in meeting mandated requirements.
- Provides verbal and/or written feedback of observations for the purpose of informing teacher/s and/or parents of students' progress.
- Responds to inquiries from a variety of sources (e.g. students, teachers, administrators, and/or parents, etc.) for the purpose of solving problems, providing information and/or directing to other sources.
- Assist the teacher in preparing for changing curriculum to meet the needs of students with diverse cultural and socio-economic backgrounds, learning styles, and special needs.
- Tutors students on assigned class work for the purpose of providing ongoing support in the completion of work assignments.
- Designs tutoring schedule for working with students most identified as needing improvement
- Attends in-service professional development, building and district meetings
- Communicates with parents and families as directed by the teacher or administrator
- Develops and maintains a classroom environment that is conducive to effective student learning
- Communicates goals and academic expectations to students
- Promotes positive student/faculty relations
- Maintains confidentiality concerning all student information and any professional matters

- Uses only forms or reporting records approved and /or adopted by the Muskegon Covenant Academy
- Gathers, maintains, and submits, as directed, all information and forms related to the use of technology
- Works in a professional and cooperative manner with others to achieve duties and responsibilities
- Follows the dress code as stated in the employee manual
- School activities — the Paraprofessional is required to attend and/ or participate in such other activities as directed by the Principal such as: faculty meetings (before or after school hours), open houses, commencement exercises, Title I Parent Meetings, -- these activities demonstrate valuable support for Muskegon Covenant Academy
- Acts in accordance to the directives and assignments given by the Administrator
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Muskegon Covenant Academy manuals pertinent to the position

### **Essential Skills and Abilities**

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Muskegon Covenant Academy serves
- Specific knowledge-based competencies required to satisfactorily perform the functions of the job include: behavior and crisis management techniques; instruction techniques; high school curriculum
- Ability to reinforce the teacher's effect in the classroom
- An aptitude and working knowledge of computer courseware and hardware
- Ability to impact student achievement through mentoring, motivation, and monitoring practices

### **Qualifications**

- Associates Degree, Bachelor's Preferred
- Meets No Child Left Behind Highly Qualified requirements
- Experience working with at-risk youth
- Excellent oral and written communication skills
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

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Signature

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Date



## **Job Description**

**Position:** Retention Manager

**Reports to:** Administrator

**General Description:** The role of the Retention Manager is to provide leadership for the Academy's recruitment and retention strategies; assists in overseeing, monitoring and enhancing the Academy's drop-out recovery efforts; develop effective school, family, and community based partnerships; represents and acts as an Ambassador for the Academy at school and community-based events and activities; and creates a school climate to meet students' needs through prevention, risk-assessments, and intervention.

### **Primary Responsibilities**

- Understands, accepts, and abides by the Muskegon Covenant Academy philosophy and mission statement in all his/her school activities
- Coordinates the activities of the Attendance Officer, Homeless Liaison/Youth Advocate, Student Support Specialist, Enrollment Secretary, and Academic Caseworkers for the purpose of improving student achievement, meeting district objectives, and ensuring compliance with relevant local, state and federal regulations
- Assist with the team approach (students, family, teachers, advocate, and principal) to access appropriate, intervention plan, risk assessment and participate in the discussion regarding appropriate discipline
- Provide leadership in district dropout recovery efforts; researches, develops and implements and monitors anti-drop out plans and procedures
- Coordinates the recruitment, enrollment and retention operations to ensure alignment with the goals and objectives of the Academy's strategic marketing plan
- Design and implement a comprehensive strategic plan of admissions of new students to the school.
- Direct the admissions process from point of inquiry through enrollment.
- Initiate and create activities intended to interest parents and potential supporters in sending students to Muskegon Covenant Academy
- Develop with the Central Office Leadership Team, the enrollment budget and appropriate recruitment and marketing materials, ads, mailings, web pages and publications that interpret the school to prospective students.
- Create a strategic enrollment, recruitment and retention plan, inclusive of a revolving three month, six month, and one year objectives, goals and outcomes.
- Initiate and create activities intended to interest parents and potential supporters in enrolling students to Muskegon Covenant Academy
- Evaluate continually and redesign where appropriate all aspects of the admissions program with the goal of maintaining the Academy's enrollment capacity and developing a wait-list of interested applicants.
- Manage the re-enrollment of current students for the succeeding year with constant monitoring of attrition and retention.

- Oversee the network of parents, former parents and alumni to assist in the admissions program.
- Keep relevant statistics on all aspects of the admission and re-enrollment program.
- Represent the school at various gatherings and conferences related to admissions.
- Accountable for the effective communication of recruitment and admission policies and procedures throughout the Academy and to prospective students, teachers and parents
- Lead and coordinate the orientation, enrollment, and re-enrollment processes
- Consult with leadership team, guidance counselors, child study team members, and parents/guardians regarding the development of interventions for improving daily student attendance and the overall retention rate of the Academy
- Coordinates and provides technical assistance for the Attendance Officer at Muskegon Covenant Academy
- Compose detailed documentation, maintain accurate records, and prepare reports in a timely manner
- Protect confidentiality of records and information gained as part of exercising professional duties and use discretion in sharing such information within the legal confines
- Serve as a role model for students and staff in demonstrate positive attitude, appropriate attire, personal grooming, and an effective work ethic
- Ensure timely and accurate collection and documentation of statistical data relating to program services, and maintains the confidentiality of that data.
- Identify staff training needs, and provide training; or recommend outside training as appropriate to the Assistant Superintendent for Curriculum and Instruction and the Superintendent of Schools.
- Monitor the needs of the local community in order to provide appropriate program services, and recommends program modifications to the Administrator and the Superintendent of Schools as needed.
- Develops and delivers presentations and coordinates student led presentations
- Assists in partnership recruitment and facilitation for business/education activities
- Facilitates meetings and training sessions on business/education partnerships, career and job opportunities, employability skills, student/family advocacy and parent education activities
- Engages students in leadership activities and community-based projects that support their development as successful 21<sup>st</sup> century citizens
- Work with youth and families individually and in groups to address need, gaps in services and identified concerns.
- Perform all other tasks as requested by the Administrator

### **Essential Skills and Abilities**

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Muskegon Covenant Academy serves
- Ability to lead the development of continuous improvement and ability to facilitate data-driven and results-based decision making
- Must be skilled in collaborative leadership of individuals and groups
- Ability to successfully manage multiple tasks, projects and responsibilities

- Knowledge of accepted and effective techniques for working with at risk youth with diverse family dynamic
- Highly developed managerial skills demonstrated in an environment of large volume work-flows and critical deadlines;
- Demonstrated capacity to lead and motivate staff to achieve the strategic directions of the Academy and Central Office

### **Qualifications**

- Bachelor's Degree; Master's Degree preferred in social work, marketing, education, or related field
- Minimum of five years of experience working with at-risk youth or at-promise youth
- Hold and maintain a valid driver's license and have a reliable vehicle for transportation
- Have excellent integrity and demonstrate good moral character and initiative
- Demonstrate the ability to communicate effectively both orally and in writing
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

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Signature

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Date





## **Job Description**

**Position:** School Psychologist

**Reports to:** Administrator

**General Description:** To provide a full range of services, including special education evaluations, social skills and behavioral training and supports with students, counseling services, parent and teacher consultation, and data analysis; functions as a member of the multidisciplinary team to determine the student's eligibility for special services, appropriate programming, and on-going progress; effectively serves as a liaison between students, parents, teachers and school personnel.

### **Primary Responsibilities**

- Understands, accepts, and abides by the Muskegon Covenant Academy philosophy and mission statement in all his/her school activities
- Identifies and assesses learning, development, and adjustment characteristics and needs of individuals and groups, as well as, the environmental factors that affect learning and adjustment
- Uses assessment data about the student and his/her environment(s) in developing appropriate interventions and programs
- Provides interventions to students to support the teaching process and to maximize learning and adjustment
- Assists in the planning, development, and evaluation of programs to meet identified learning and adjustment needs
- Provides consultation to parents, teachers, other school personnel, and community agencies to enhance the learning and adjustment of students
- Delivers a planned and coordinated program of psychological services
- Applies ethics and standards of professional practice in the delivery of school psychological services and observes relevant laws and policies that govern practice
- Participates in professional organizations and continually seeks to improve professional knowledge and skill
- Communicates effectively with students, parents, and school staff.
- Provide counseling, instruction, and mentoring for those struggling with social, emotional, and behavioral problems
- Increase achievement by assessing barriers to learning and determining the best instructional strategies to improve learning
- Promote wellness and resilience by reinforcing communication and social skills, problem solving, anger management, self-regulation, self-determination, and optimism
- Enhance understanding and acceptance of diverse cultures and backgrounds
- Make referrals and help coordinate community support services
- Coordinate and facilitate staff meetings for district special education staff
- Assist with the design and development of the district's staff development program
- Direct the implementation of State and Federal legislation related to special education and ensure compliance

- Direct and monitor the Individual Education Plan (IEP) and 504 processes
- Collect and analyze data related to school improvement, student outcomes, and accountability requirements
- Implement school-wide prevention programs that help maintain positive school climate conducive to learning
- Help students transition to and from school and community learning environments, such as residential treatment or juvenile justice residential treatment programs
- Collect and analyze data related to school improvement, student outcomes, and accountability requirements
- Implement school-wide prevention programs that help maintain positive school climates conducive to learning
- Maintains confidentiality of all information for the purpose of the protection of students, staff, parents, and the district
- Compiles information from a variety of sources (e.g. teachers, nurse, probation officer, mental health agencies, other professionals, etc.) for the purpose of producing comprehensive evaluation report in compliance with established guidelines
- Uses only forms or reporting records approved and /or adopted by the Muskegon Covenant Academy
- Gathers, maintains, and submits, as directed, all information and forms related to the use of technology
- Prepares and presents educational workshops as appropriate for the purpose of presenting information , developing skills, and establishing effective relationships
- Researches resources and methods (e.g. intervention and treatment techniques, assessment tools and methods, community resources, etc.) for the purpose of determining the appropriate approach for addressing students' functional goals and needs
- Exhibits punctuality
- Works in a professional and cooperative manner with others to achieve duties and responsibilities
- Follows the dress code as stated in the employee manual
- School activities — The School Psychologist is required to attend and/ or participate in such other activities as directed by the Administrator such as: faculty meetings (before or after school hours), open houses, commencement exercises, chaperone student activities, provide guidance for students, participate on faculty committees, study and help resolve school problems, and participate in the preparation of courses of study -- these activities demonstrate valuable support for the Muskegon Covenant Academy
- Acts in accordance to the directives and assignments given by the Administrator and the Superintendent
- Directs and coordinates other special projects and duties as assigned by the Curriculum Director
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Muskegon Covenant Academy manuals pertinent to the position

### **Essential Skills and Abilities**

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Muskegon Covenant Academy serves

- Demonstrated knowledge of emotional, social, and psychological, and environmental problems and techniques applicable in their alleviation
- Ability to collect, analyze, and use data and research within a strategic planning and continuous improvement process
- Knowledge of requirements of state and federal mandates which directly relates to the evaluation and identification of special education students
- Extensive knowledge of individual and group testing techniques and interpretation
- An aptitude and working knowledge of computer courseware and hardware

### **Qualifications**

- MA/MS degree in School Psychology or related field
- Valid Michigan School Psychologist Certificate
- Excellent oral and written communication skills
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Valid MI driver's license: job requires work at multiple sites
- Satisfactory completion of criminal history check

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Signature

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Date



## **Job Description**

**Position:** School Social Worker

**Reports To:** Administrator

**General Description:** Provides supportive, diagnostic and consultative service to students, teachers, administration and parents/guardians/families of students with social, emotional and academic difficulties.

### **Primary Responsibilities**

- Evaluates students to determine their need for school social work or other services
- Completes and presents a written evaluation report to parents/guardians and the local educational agency within required timelines
- Assist in the development and implementation of measurable IEP goals and objectives
- Participate in IEPT, MET and other meetings as appropriate
- Establish and maintain appropriate records, reports, and procedures including, but not limited to, behavioral data and student progress on IEP goals/objectives
- Communicate with mental health/child services or other agencies to coordinate services
- Use various software packages for communication and documentation purposes
- Conduct parent/teacher conferences as appropriate
- Makes referrals for students and parents to appropriate resources with the school or community
- Participates in Child Study, Eligibility and Special Education related meeting
- Serves as a resource to parents about the needs of students and consults with parents as needed
- Informs teachers and parents of available special services for students
- Adheres to laws and procedures involving child abuse/neglect
- Maintains an advocacy role to assure that the students' educational, social, emotional and materials needs are met according to established laws, rules, and regulations
- Provides crisis intervention services as appropriate and as requested by administrative personnel assigned to schools
- Develops effective intervention strategies for students based on knowledge and understanding of student's behavior and learning styles
- Counsels individual students regarding issues, which interfere with adjustment and/or performance within the educational setting
- Provide casework services to students and families
- Exhibits punctuality
- Maintains confidentiality in all student and professional matters, and works in a professional and cooperative manner with others to achieve duties and responsibilities
- Follows the dress code as stated in the employee manual
- School activities — the School Social Worker is required to attend and/ or participate in such other activities as directed by the Administrator such as: faculty meetings (before or after school hours), open houses, commencement exercises, chaperone student activities,

provide guidance for students, participate on faculty committees, study and help resolve school problems, and participate in the preparation of courses of study -- these activities demonstrate valuable support for the Muskegon Covenant Academy

- Acts in accordance to the directives and assignments given by the Administrator
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Muskegon Covenant Academy manuals pertinent to the position

### **Essential Skills and Abilities**

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Muskegon Covenant Academy serves
- Knowledge of current state law/regulations regarding high school proficiency standards
- Ability to demonstrate effective liaison relationships with parents, schools, and agencies
- Leadership skills in working with individuals and groups (i.e. initiating individual or group discussion, listening, clarifying and facilitating interactions and sharing of ideas)
- Ability to manage caseload and develop an effective schedule which allows for direct service to students and families, collaboration with staff, parent/community services and program management

### **Qualifications**

- Masters Degree in Social Work (LMSW or MSW)
- Must meet Michigan Department of Education requirements for full/temporary approval as a School Social Worker and licensing from the Department of Community Health
- Knowledge of current state law/regulations regarding high school proficiency standards
- Proficient in computer applications
- Excellent oral and written communication skills and strong interpersonal skills
- Candidate will possess the ability to communicate effectively with all levels of management, staff and business contacts as required
- Exhibit flexibility with regard to workload and priorities and exhibit effective organizational/administrative skills
- Satisfactory completion of criminal history check and TB test

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Signature

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Date



## **Job Description**

**Job Title:** Special Education Teacher

**Reports to:** Administrator

**General Description:** Provides direct instruction in the academic areas of need to students on a one-to-one or small group basis, using a collaborative co-teaching model either in the resource room or in the general education classroom.

### **Primary Responsibilities**

- Understands, accepts and abides by the Muskegon Covenant Academy philosophy and mission statement in all his/her school activities
- Assists with the implementation of the IEP for each student served
- Use computers and other forms technology provided to assist students
- Write lessons plans to accommodate IEP curriculum
- Prepares and administers all standardized tests as directed
- Maintain confidentiality concerning all student information and any professional matters
- Works with the teaching staff to improve standardized testing results
- Uses only forms or reporting records approved and/or adopted by Muskegon Covenant Academy
- Gathers, maintains, and submits, as directed, all information and forms related to the use of technology
- Keeps accurate records on each student such as grade books, and progress reports, lesson plans, attendance records, and behavior/discipline records
- Develop, implement, and evaluate behavior plans for use in the general education and special education learning environments
- Maintains the classroom environment and discipline in an orderly fashion conducive to effective teaching and learning
- Exhibits punctuality
- Works in a professional and cooperative manner with others to achieve duties and responsibilities
- Acts in accordance to the directives and assignments given by the Administrator
- Has read and agreed to abide by the policies, directives and guidelines as stated in all Muskegon Covenant Academy manuals pertinent to the position
- Confers with parents, administration, psychologist, social workers, teachers, and professionals to develop individual educational plans designed to promote students' educational, physical, and social development
- Writes IEPs in a timely manner
- Provides formal and informal assessment of students' academic status and learning styles
- Maintains accurate and complete student records, and prepare reports on student activities, as required by laws, school policies, and administrative regulations
- Participates in the Child Study Team (CST)
- Plan and deliver services for students with special needs
- Provides resources for classroom teachers for areas of disability

- Maintains confidentiality concerning all student information and any professional matters
- Continuously maintain current training and updates pertaining to administrative guidelines and compliance
- Schedules IEP meetings as needed
- Works with students and teachers to identify, teach, and implement accommodations for student who are eligible for services in the general education and special education settings
- School activities — The Special Education Teacher is required to attend and/ or participate in such other activities as directed by the Administrator such as: faculty meetings (before or after school hours), open houses, commencement exercises, chaperone student activities, provide guidance for students, participate on faculty committees, study and help resolve school problems, and participate in the preparation of courses of study -- these activities demonstrate valuable support for the Muskegon Covenant Academy

### **Essential Skills and Abilities**

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Muskegon Covenant Academy serves
- Competency in the administration and interpretation of academic ability testing
- Ability to use technology for documentation and preparation of professional materials
- Ability to teach and assist students in the use of computer applications
- Ability to communicate assessment results, in written and oral forms, to parents and professionals
- Ability to develop, implement, and evaluate behavior plans for use in general and special education settings
- Ability to prioritize tasks, allocate time, and maintain schedule flexibility

### **Qualifications**

- BA or BS Degree
- Valid special education teaching certificate/license as well as Highly Qualified (HQ) with endorsement in at least one area of special education
- Satisfactory completion of criminal history check and TB Test
- Excellent verbal and written communication skills
- Meet education standards as applicable

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Signature

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Date





## **Job Description**

**Position:** Student Support Manager

**Reports to:** Administrator

**General Description:** The Student Support Manager provides knowledge, guidance, and support to building level administrators and pupil support staff for students with behavior challenges, social and emotional problems, health and safety matters, and academic issues; assists in overseeing, monitoring and enhancing the District's dropout recovery efforts and response to Intervention initiatives.

### **Primary Responsibilities**

- Understands, accepts, and abides by the Muskegon Covenant Academy philosophy and mission statement in all his/her school activities
- Coordinates the activities of the School Resources Officers for the purpose of improving student achievement, meeting district objectives, and ensuring compliance with relevant local, state and federal regulations
- Assist with the team approach (students, family, teachers, advocate, and principal) to access appropriate, intervention plan, risk assessment and participate in the discussion regarding appropriate discipline
- Provide leadership in district dropout recovery efforts; researches, develops and implements anti-drop out plans and procedures
- Trains school administration and staff concerning crisis response measures (e.g. School Resources Officers, train the trainer, etc.) for purpose of ensuring the safety and welfare of students and staff compliance with local, state and federal regulations
- Coordinates with outside agencies for the purpose of providing referrals to families and/or students
- To evaluate the success of student support initiatives and individual learning programs and to produce reports on student achievement and curriculum achievement
- To attend Child Study and Response to Intervention meetings in order to provide updates on support programs and activities, developments in learning support strategies and initiatives and to remain aware of students' responses to their learning interventions
- Assists students with being proactive in making choices that will lead to their success
- Maintains student records for the purpose of complying with mandated requirements.
- Counsels students in matters of attendance and tardiness in accordance to the academy attendance policy
- Prepares materials in written and electronic formats (e.g. reports, memos, letters, presentations, etc.) for the purpose of documenting activities, providing written reference and/or conveying information
- Encourage and work with parents/guardians to actively participate in the decision-making process, designed to impact their child's educational growth
- Conduct meetings (e.g. curriculum, safety, site advisory, special district committees, etc.) for the purpose of coordinating activities and ensuring that school achieves, outcome, district or state objectives

- Participate in the orientation, enrollment, and re-enrollment processes
- Work closely with the parents with the parents of identified students to improve student behavior, attendance, and punctuality
- Provide technical assistance to parents and students in developing the skills needed to function effectively in a working relationship between home and school.
- Contacts parents/guardians by phone, mail, and home visits in accordance with the Academy attendance policy
- Ascertain the level of parents and students educational values and make recommendations for changes as necessary.
- Work closely with staff to identify habitually absent and implement strategies to increase student attendance
- Consult with building principals, guidance counselors, child study team members, and parents/guardians regarding the development of interventions for improving daily student attendance and the overall retention rate of each Academy
- Compose detailed documentation, maintain accurate records, and prepare reports in a timely manner
- Display ethical behavior in working with students, parents, school personnel, and outside agencies associated with the Muskegon Covenant Academy
- Protect confidentiality of records and information gained as part of exercising professional duties and use discretion in sharing such information within the legal confines
- Serve as a role model for students and staff in demonstrate positive attitude, appropriate attire, personal grooming, and an effective work ethic
- Communicates high expectations
- Maintain and regular and reliable attendance
- Works in a professional and cooperative manner with others to achieve duties and responsibilities
- Follows the dress code as stated in the employee manual
- School activities — the Student Support Manager is required to attend and/ or participate in such other activities as directed by the Administrator such as: faculty meetings (before or after school hours), open houses, commencement exercises, chaperone student activities, provide guidance for students, participate on faculty committees, study and help resolve school problems, and participate in the preparation of courses of study – these activities demonstrate valuable support for the Muskegon Covenant Academy
- Acts in accordance to the directives and assignments given by the Administrator
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Muskegon Covenant Academy manuals pertinent to the position

### **Essential Skills and Abilities**

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Muskegon Covenant Academy serves
- Thorough knowledge of Federal, State, and District laws, policies, procedures, and best practices regarding student discipline
- Ability to lead the development of continuous improvement and ability to facilitate Results-based decision making

- Must be skilled in collaborative leadership of individuals and groups
- Ability to successfully manage multiple tasks, projects and responsibilities
- Knowledge of accepted and effective techniques for working with at risk youth with diverse family dynamic
- An aptitude and working knowledge of computer courseware and hardware
- Ability to impact student retention through mentoring, motivation, and monitoring practices

### **Qualifications**

- Bachelor's Degree; Master's Degree preferred in counseling, social work, psychology, education, or related field
- Minimum of five years providing counseling or social work services to at-risk youth
- Hold and maintain a valid driver's license and have a reliable vehicle for transportation
- Have excellent integrity and demonstrate good moral character and initiative
- Demonstrate the ability to communicate effectively both orally and in writing
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

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Signature

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Date



## **Job Description**

**Position:** Student Support Specialist

**Reports to:** Administrator

**General Description:** The Student Support Specialist shall serve the education process by providing pupil support services for students with behavior challenges, social and emotional problems, health and safety matters, and academic issues; effectively creates an atmosphere to meet student needs through prevention, identification, and intervention. This is a grant-funded position, employment continuation is directly dependent upon funds availability and job performance.

### **Primary Responsibilities**

- Understands, accepts, and abides by the Muskegon Covenant Academy philosophy and mission statement in all his/her school activities
- Assist with the team approach (students, family, teachers, advocate, and administrator) to access appropriate, intervention plan, risk assessment and participate in the discussion regarding appropriate discipline
- Coordinates with outside agencies for the purpose of providing referrals to families and/or students Intervenes in occurrences of inappropriate behavior of students for the purpose of assisting students in modifying such behavior and developing successful interpersonal skills.
- To evaluate the success of student support initiatives and individual learning programs and to produce reports on student achievement and curriculum achievement
- To attend Child Study and Response to Intervention meetings in order to provide updates on support programs and activities, developments in learning support strategies and initiatives and to remain aware of students' responses to their learning Interventions
- Works with the teacher to determine the instructional needs of each 31a student
- Provides one-on-one and small group tutoring in reading and math
- Maintains student files as required by the needs of federal, state, and local guidelines to track student progress
- Assists students with being proactive in making choices that will lead to their success
- Maintains student records for the purpose of complying with mandated requirements.
- Counsels students in matters of attendance and tardiness in accordance to the academies attendance policy
- Prepares materials in written and electronic formats (e.g. reports, memos, letters, presentations, etc.) for the purpose of documenting activities , providing written reference and/or conveying information
- Encourage and work with parents/guardians to actively participate in the decision-making process, designed to impact their child's educational growth
- Participate in the orientation, enrollment, and re-enrollment processes for the purpose of identifying and providing intervention measures to ensure student success
- Work closely with the parents with the parents of identified students to improve student behavior, attendance, and punctuality

- Provide technical assistance to parents and students in developing the skills needed to function effectively in a working relationship between home and school.
- Ascertain the level of parents and students educational values and make recommendations for changes as necessary.
- Display ethical behavior in working with students, parents, school personnel, and outside agencies associated with the Muskegon Covenant Academy
- Protect confidentiality of records and information gained as part of exercising professional duties and use discretion in sharing such information within the legal confines
- Serve as a role model for students and staff in demonstrate positive attitude, appropriate attire, personal grooming, and an effective work ethic
- Communicates high expectations
- Works in a professional and cooperative manner with others to achieve duties and responsibilities
- Follows the dress code as stated in the employee manual
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Muskegon Covenant Academy manuals pertinent to the position

#### **Essential Skills and Abilities**

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Muskegon Covenant Academy serves
- Awareness of Section 31a laws, regulations, and compliance requirements
- Knowledge of accepted and effective techniques for working with at risk youth with diverse family dynamics
- An aptitude and working knowledge of computer courseware and hardware
- Ability to impact student retention through mentoring, motivation, and monitoring practices

#### **Qualifications**

- Bachelor's Degree in the field of social work, psychology, education, or related field
- Minimum of three years of experience working with at-risk youth
- Hold and maintain a valid driver's license and have a reliable vehicle for transportation
- Have excellent integrity and demonstrate good moral character and initiative
- Demonstrate the ability to communicate effectively both orally and in writing
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

This job description is a summary of the responsibilities, duties, knowledge, skills, experience, abilities and qualifications associated with this position. It is not an exhaustive list and may be changed at any time.

Muskegon Covenant Academy is an equal opportunity employer and will not discriminate against any otherwise qualified employee or applicant for employment with respect to hire,

tenure, terms, conditions or privileges of employment because of race, color, religion, national origin, age, sex, height, weight, marital status, disabilities or other legally protected status.

**I acknowledge that I have received a revised copy of my job description, have reviewed it, and have been given a copy.**

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Signature

---

Date



## **Job Description**

**Position:** Title I Paraprofessional

**Reports to:** Principal

**General Description:** Provides instructional support services under the direct supervision of a teacher for assigned students who have been identified as needing improvement in accordance with state and federal guidelines. This is a grant-funded position; employment continuation is directly dependent upon funds availability and job performance.

### **Primary Responsibilities**

- Understands, accepts, and abides by the Muskegon Covenant Academy philosophy and mission statement in all his/her school activities
- Administers reading and math tests to identify the level of student achievement
- Works with the teacher to determine the instructional needs of each Title I student
- Provides one-on-one and small group tutoring in reading and math
- Maintains student files as required by the needs of federal, state, and local guidelines to track student progress
- Assists the Title I Coordinator with gathering a variety of data that is needed for reporting to state and/or federal agencies
- Designs tutoring schedule for working with qualified Title I students.
- Attends in service professional development, building and district meetings
- Communicates with parents and families as directed by the teacher or administrator
- Promotes high levels of achievement in relation to individual abilities
- Develops and maintains a Title I classroom environment that is conducive to effective student learning
- Communicates goals and academic expectations to students
- Maintains confidentiality concerning all student information and any professional matters
- Uses only forms or reporting records approved and /or adopted by the Muskegon Covenant Academy
- Gathers, maintains, and submits, as directed, all information and forms related to the use of technology
- Works in a professional and cooperative manner with others to achieve duties and responsibilities
- Assists with the planning of activities for Title I Parent involvement
- Follows the dress code as stated in the employee manual
- School activities — the 31a Paraprofessional is required to attend and/ or participate in such other activities as directed by the Principal such as: faculty meetings (before or after school hours), open houses, commencement exercises, 31a Parent Meetings, these activities demonstrate valuable support for the Muskegon Covenant Academy
- Acts in accordance to the directives and assignments given by the Administrator
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Muskegon Covenant Academy manuals pertinent to the position

**Essential Skills and Abilities**

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Muskegon Covenant Academy serves
- Knowledge of Title I, instructional and all compliance requirements
- Ability to reinforce the teacher's effect in the classroom
- An aptitude and working knowledge of computer courseware and hardware
- Ability to impact student achievement through mentoring, motivation, and monitoring practices

**Qualifications**

- Associates Degree, Bachelor's Preferred
- Meets No Child Left Behind Highly Qualified requirements
- Experience working with at-risk youth
- Excellent oral and written communication skills
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

This job description is a summary of the responsibilities, duties, knowledge, skills, experience, abilities and qualifications associated with this position. It is not an exhaustive list and may be changed at any time.

Muskegon Covenant Academy is an equal opportunity employer and will not discriminate against any otherwise qualified employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, national origin, age, sex, height, weight, marital status, disabilities or other legally protected status.

**I acknowledge that I have received a revised copy of my job description, have reviewed it, and have been given a copy.**

---

Signature

---

Date



**SCHEDULE 7-4**

**METHODS OF ACCOUNTABILITY AND PUPIL ASSESSMENT**

#### SCHEDULE 7-4

Grand Valley State University shall evaluate the success of the Academy by considering multiple areas of performance. A Comprehensive Performance Review (CPR) system will be established by Grand Valley State University Charter Schools Office and shall include, but not be limited to, the performance of the Academy in the areas of student performance, board governance, organizational performance, compliance reporting, facility conditions, fiscal strength and reporting and other pertinent performance data, as required by federal and state law, the authorizing contract, or desired by the authorizer for review.

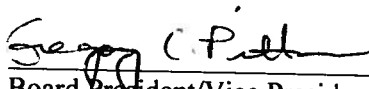
Included in the Comprehensive Performance Review shall be the requirements of Article VI Section 6.5 of the authorizing agreement, which states:

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan Education Assessment Program (MEAP) test or the Michigan Merit Examination (MME) designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;
- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

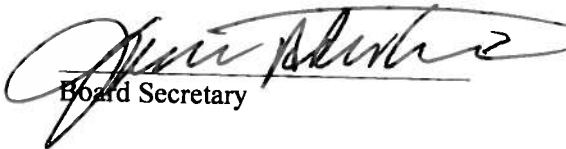
The University Board may use such reports, assessments and test results in making its decision to revoke, terminate, or not issue a new contract at the end of the Contract.

Date: 6-19-14

  
Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the CH Muskegon Board of Directors at a properly noticed open meeting held on the 19 day of June, 2014 at which a quorum was present.

  
Board Secretary

**SCHEDULE 7-5**

**ACADEMY'S ADMISSION POLICIES AND CRITERIA**

# **MUSKEGON COVENANT ACADEMY**

## **ENROLLMENT AND APPLICATION OF PUPILS**

### **ADMISSION POLICY AND CRITERIA**

The school will comply with all applicable federal and state laws related to admissions and enrollment, including Section 504 of the Michigan Revised School Code and the ESA.

#### **Non-Discrimination**

The school will not discriminate on the basis of intellectual or athletic abilities, measures of achievement or aptitude, disability, status as a handicapped person, homeless status, English proficiency, religion, creed, race, sex, color, national origin or any other basis that would be illegal for an existing school district.

#### **Open Enrollment Period and Notice**

The "Open Enrollment Period" is from the first day of school of the current school year until 5:00 p.m. on the last day of business in February of the current school year, during which period the Academy shall include opportunities to enroll on evenings and weekends. Notice of the Open Enrollment Period and application process will be designed to inform the persons most likely to be interested in the school and to advise the public of its enrollment openings.

The ESP and/or the school will provide notice of open enrollment by (a) printing a legal notice of the enrollment period in a local newspaper of general circulation in the Muskegon County ISD area; (b) mailing a written notice of the open enrollment period and an application to all families who inquire about school enrollment; and (c) posting a written notice of the open enrollment period at the school. In addition, notice may also be provided by airing a public service announcement on local television. As part of the enrollment process, the school staff will seek to meet with families, parents and students prior to the first day of school via parent and student orientation meetings. In this way, applicants and their parents will have the opportunity to become fully informed as to the nature and scope of the school, its curriculum, and requirements.

#### **Application Procedures**

Interested parties may obtain applications at:

- The offices of the school
- The service center of the ESP at 125 Catherine Ave, Muskegon, MI 49442

Applications will be mailed or faxed to anyone requesting an application by telephone.

Applications for the current school year will be accepted until the end of the current school year and available seats will be filled. Applications for the subsequent school year are received during the Open Enrollment Period. If applications received exceed offered seats in any grade level ("over-subscribed grades"), a random selection process will take place for all grade levels including under-subscribed grade levels. If applications received are fewer than offered seats in

each and every grade level ("under-subscribed grades"), all eligible applicants will be accepted and a random selection process will not be conducted.

All applications received after the Open Enrollment Period will not be eligible to participate in the random selection process, and will be added to the end of the accepted list if offered seats are still available after the random selection process, or to the resulting waiting list created at the time of the random selection process.

Accepted applicants must confirm their intent to attend the school within four weeks of acceptance by returning certain initial forms, including an Admissions Form and an Official Release of Records Form. The school will send letters to parents reminding them of this obligation in order to enroll their child. The school will send all applicants a postcard to inform parents that if the student does not attend the first day of school or call in to request an excused absence by the date and time indicated the student will forfeit his/her registered status in the school and will not be enrolled. The school will attempt to call all applicants who have not responded to inquire whether the applicant is still planning to attend.

Once students are enrolled and remain enrolled, they will remain eligible to be re-enrolled at the school for successive years without having to reenter the random selection process. However, they will be requested to complete a re-enrollment form by the end of the Open Enrollment Period showing intent to re-enroll for the subsequent school year. All applicants on a waiting list must resubmit an application for the following school year during the next Open Enrollment Period.

### **Standby Opportunity Plan**

The Standby Opportunity Plan (SOP) is a procedure by which the school may decide to revise its waiting list on the first day of school. If the school follows this procedure, the school will send all applicants on the waiting list a registration card prior to the first day of school. To be included in the SOP, the applicant must return the card to the school by the date indicated and include phone numbers where the applicant can be reached the first day of school between the times listed on the card. In the event of an offered seat becoming available, the school will attempt to reach the parent participating in the SOP and offer the seat. If the school cannot reach the parent at the phone numbers and during the times provided on the card, the school will contact the next person on the waiting list who is participating in the SOP. If a student participates in the SOP and a seat is not available for them, they will receive a higher waiting list priority than those students who did not participate.

### **Random Selection Process**

The random selection process shall be open to the public, and the school will notify all applicants of the time and place. A neutral third party person will be present during the random selection process. This person will not be related to any student, staff member, or anyone applying to the school. Names will be randomly selected until all offered seats have been filled. Any remaining names will be randomly selected to establish waiting list priority used to fill offered seats prior to and during the school year for which the student applied. After all eligible names have been randomly selected the school will add the names of applicants who submitted applications after

the Open Enrollment Period in the order in which they were received. The random selection process will be videotaped. In the event of any discrepancy, the video tape will be the official record of placement of students.

### **Class Size and Offered Seats**

Class size and offered seats will be recommended by the ESP and submitted to the school board of directors for approval. In order to make provision for student attrition (reenrolling students who indicate that they are coming back but do not return on the first day of school) and erosion (new students who have been accepted for offered seats but are absent without excuse on the first day of school), the school may over-subscribe grades. The number of students to be over-subscribed will be determined based on historical and forecasted attrition and erosion. In addition, the number of classrooms may fluctuate in the event the number of students enrolled warrants the increase or decrease in number of classrooms. In no event will over-subscription, or fluctuations in the number of classrooms result in a violation of any provision or limit contained within the school's charter or applicable law.

### **Enrollment Preferences**

Enrollment preference is first given to currently enrolled students and, for given school year, those pupils who were enrolled at the PSA facility on the last day of instruction of the prior academic year, to the extent that any required approval is obtained. Next preference is given to the following ordered categories of applicants:

- Siblings of currently enrolled students
- Siblings of students selected in the random selection process
- All remaining applicants.

If a student is selected for a grade level that still has offered seats available and the student has a sibling applying for a grade that no longer has offered seats available, the student will be accepted for his/her grade level and the student's sibling will be placed on the waiting list for his/her grade level with sibling preference. Therefore, while sibling preference applies, siblings are not guaranteed a seat.

### **Procedural Steps**

#### **Step 1: Setup**

A list with the name of each student who submitted an application during the Open Enrollment Period will be created. The list will include the student's name, grade level to which the student is applying, street address, and names and grade levels of any siblings who are also applying for admission to the school.

#### **Step 2: Admission of Applicants Applying for Under-Subscribed Grades**

A neutral third-party person will randomly select the names of each applicant for each under-subscribed grade level. If the accepted student has siblings who are also applying for admission, the siblings will be accepted if there are offered seats available,

or placed on the waiting list with sibling preference if offered seats are not available. This admissions process will continue for the successive under-subscribed grades for all students until all names have been selected with their associated siblings.

### **Step 3: Admission of Applicants Applying for Over-Subscribed Grades**

A neutral third-party person will then randomly select the order in which oversubscribed grades will be filled. Student will be randomly selected for available seats or placed on the waiting list if an offered seat is not available. If the selected student is accepted and has siblings who are also applying for admission, the siblings will be accepted if there are offered seats available or placed on the waiting list with sibling preference if offered seats are not available. If the selected student is placed on the waiting list and has siblings who are also applying, the siblings' names will not be selected at this time, but will wait until their grade level is selected.

### **Step 4: Waiting List Priority**

Students will continue to be randomly selected until all names are selected. After a grade level's seats are full, all remaining names will be placed on the waiting list in the order in which they are selected. Applications received after the Open Enrollment Period will be added to the end of the waiting list for the appropriate grade in the order in which they were received.

When a seat becomes available in a particular grade due to attrition, erosion, or other event, if that particular grade has a waiting list, that available seat will be filled by the first student on the waiting list for that particular grade. If a waiting list does not exist for that particular grade, but exists for another grade, the school may (subject to applicable enrollment limits and board approved offered seats) fill the available seat using the first student on the waiting list in a different grade, the grade deemed most beneficial to student and school considering class size, teacher capacity, and other school operational factors.

### **Appeals**

Any parent or guardian who wishes to contest or appeal any aspect of the random selection process may do so in writing to the school's board of directors sent to the school's address. Following receipt of the parent's written appeal, a representative of the board of directors will contact the parent to discuss the nature of the concern or objection. Final decisions will be made by the board of directors or its designee.

**SCHEDULE 7-6**

**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**





## **Proposed School Calendar and School Day Schedule**

### **Academic Schedule**

The curriculum is a combination of academics, life skills preparation, and employment training. Each student works on an individualized computer program, participates in small group session, and completes independent work in order to earn credits for graduation. Students also have access to electronic courseware for their academic lessons and employment exploration. One-on-one tutoring is also available, if needed. Students attend one academic session per day, Monday-Friday. Session enrollment is determined by capacity and availability. Students may attend an additional session, if space is available.

Session I: 7:30am-11:45am

Session II: 11:45am-4:00pm

Muskegon Covenant Academy operates a year around educational program.

The Board-Approved Calendar for the 2014-2015, consists of **212** days of instruction or **874** hours of instruction.

### **School Schedule 2014-15**

The projected opening of the school is July 1, 2014. The starting date and proposed date for commencement of teaching will be July 23, 2013. The calendar will reflect vacation windows consistent with the school calendar required by public schools in Muskegon County. Muskegon Covenant Academy will apply to the Michigan Department of Education for an Attendance Waiver, which will reduce the daily attendance requirement to provide students with a flexible schedule. The goal is to provide year-round instruction based on a 50% attendance waiver from the Michigan Department of Education. The following is an example of how the year-round school calendar would run during 2014-15 School Year:

# 2014-15 DRAFT 9, 10, 12 GRADERS - JUNE 3, 2014

## MUSKEGON COVENANT ACADEMY 2014 - 2015

### GRADE 9, 10, 12 ONLY SCHOOL CALENDAR

July 2014							7
Su	M	Tu	W	Th	F	Sa	
		1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30	31			

August 2014							19
Su	M	Tu	W	Th	F	Sa	
					1	2	
3	4	5	6	7	8	9	
10	11	12	13	14	15*	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	
31							

September 2014							21
Su	M	Tu	W	Th	F	Sa	
	1	2	3	4	5	6	
7	8	9	10	11	12*	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26*	27	
28	29	30					

October 2014							22
Su	M	Tu	W	Th	F	Sa	
			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17*	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31*		

November 2014							17
Su	M	Tu	W	Th	F	Sa	
						1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21*	22	
23	24	25	26	27	28	29	
30							

December 2014							15
Su	M	Tu	W	Th	F	Sa	
	1	2	3	4	5	6	
7	8	9	10	11	12*	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30	31				

January 2015							19
Su	M	Tu	W	Th	F	Sa	
				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30*	31	

February 2015							15
Su	M	Tu	W	Th	F	Sa	
1	2	3	4	5	6	7	
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	

March 2015							19
Su	M	Tu	W	Th	F	Sa	
1	2	3	4	5	6	7	
8	9	10	11	12	13	14	
15	16	17	18	19	20*	21	
22	23	24	25	26	27	28	
29	30	31					

April 2015							16
Su	M	Tu	W	Th	F	Sa	
			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30			

May 2015							20
Su	M	Tu	W	Th	F	Sa	
					1	2	
3	4	5	6	7	8	9	
10	11	12	13	14	15*	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29*	30	
31							

June 2015							22
Su	M	Tu	W	Th	F	Sa	
	1	2	3	4	5*	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19*	20	
21	22	23	24	25	26	27	
28	29	30					

	School Closed/Holidays
PD	Full Day PD (no school for students)
*	All students attend AM only; PD in PM
	Report Cards
	Classes in/Parent Conferences in PM
	Regular 2 Session Day Schedule
	MME Exams & Makeup
	Count Day

Total Instructional Days	212 Days
(Instructional day = 4 Hr & 15 minutes)	
Total Instructional Hours	901 Hours
Waiver Request	874
(Emergency Days: 6)	27 Hours
PD/In-Services: 4 Full & 13 Half Days)	95 Hours
(Full Day PD 8am-3pm; Half Day PD = 12:30 - 3:30)	

# 2014-15 DRAFT GRADE 11 - JUNE 3, 2014

## MUSKEGON COVENANT ACADEMY 2014 - 2015

### GRADE 11 ONLY SCHOOL CALENDAR

July 2014							7
Su	M	Tu	W	Th	F	Sa	
		1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30	31			

August 2014							19
Su	M	Tu	W	Th	F	Sa	
					1	2	
3	4	5	6	7	8	9	
10	11	12	13	14	15*	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	
31							

September 2014							21
Su	M	Tu	W	Th	F	Sa	
	1	2	3	4	5	6	
7	8	9	10	11	12*	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26*	27	
28	29	30					

October 2014							22
Su	M	Tu	W	Th	F	Sa	
			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17*	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31*		

November 2014							17
Su	M	Tu	W	Th	F	Sa	
						1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21*	22	
23	24	25	26	27	28	29	
30							

December 2014							15
Su	M	Tu	W	Th	F	Sa	
	1	2	3	4	5	6	
7	8	9	10	11	12*	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30	31				

January 2015							19
Su	M	Tu	W	Th	F	Sa	
				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30*	31	

February 2015							15
Su	M	Tu	W	Th	F	Sa	
1	2	3	4	5	6	7	
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	

March 2015							22
Su	M	Tu	W	Th	F	Sa	
1	2	3	4	5	6	7	
8	9	10	11	12	13	14	
15	16	17	18	19	20*	21	
22	23	24	25	26	27	28	
29	30	31					

April 2015							16
Su	M	Tu	W	Th	F	Sa	
			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30			

May 2015							20
Su	M	Tu	W	Th	F	Sa	
					1	2	
3	4	5	6	7	8	9	
10	11	12	13	14	15*	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29*	30	
31							

June 2015							22
Su	M	Tu	W	Th	F	Sa	
	1	2	3	4	5*	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19*	20	
21	22	23	24	25	26	27	
28	29	30					

	School Closed/Holidays
PD	Full Day PD (no school for students)
*	All students attend AM only; PD in PM
	Report Cards
	Classes in/Parent Conferences in PM
	Regular 2 Session Day Schedule
	MME Exams & Makeup
	Count Day

Total Instructional Days	215 Days
(Instructional day = 4 Hr & 15 minutes)	
Total Instructional Hours	914 Hours
Waiver Request	878
(Emergency Days: 8)	36 Hours
PD/In-Services: 4 Full & 13 Half Days)	95 Hours
(Full Day PD 8am-3pm; Half Day PD = 12:30 - 3:30)	

**SCHEDULE 7-7**

**AGE/GRADE RANGE OF PUPILS ENROLLED**



# MUSKEGON COVENANT ACADEMY

## Grade Levels & Ages

### Student Population

Academy Year	Grade Levels	Ages	Min	Max
2014-2015	9-12	16-22	100	400
2015-2016	9-12	16-22	125	400
2016-2017	9-12	16-22	150	400
2017-2018	9-12	16-22	175	400
2018-2019	9-12	16-22	200	400

**Muskegon Covenant Academy** will serve students ages 16 through 22 (and up to age 26 for special needs student), ranging from grades 9-12. The ages of the students and the corresponding grade levels will be largely dependent on the demand of the community and the surrounding geographical locations. The total enrollment of Muskegon Covenant Academy is expected to increase to 200 students by its fifth year of operation.

The student population to be served by Muskegon Covenant Academy is likely to be multiple grades below their peers in reading, English language performance and math skills. The students will in most cases be dropouts or on the verge of dropping out. Approximately 20% to 25% of them will be unable to attend regular public schools because they have aged out or are close to aging out. Most will present with a variety of compounding personal circumstances that put them highly at risk of ever achieving their high school diplomas. Almost half of them will qualify as “homeless” under the federal McKinney-Vento Act because they do not live with custodial parents or legal guardians.

This describes the kind of student that Muskegon Covenant Academy will serve. They are highly at-risk, underachieving students who have fallen behind academically and who have dropped out or have been forced out of traditional schools, sometimes because of recurring disciplinary issues related to their frustrations and lack of performance. However, these are not the kind of students one finds in “strict discipline academies”. These are students who have decided to return to high school, and once properly counseled as to how they can achieve their goals, seldom present any disciplinary challenges in the school.

Muskegon Covenant Academy offers the uniqueness of a blended curriculum: a strong online, computer-based component and direct instruction for students requiring more traditional, face-to-face support. Most of the students to be served by Muskegon Covenant Academy bring a variety of academic, personal and social challenges, including low reading and math skills, poverty, encounters with the criminal justice system, being teenage parents, having to support other family members, and homelessness. Muskegon Covenant Academy offers the critical component of additional time needed to serve these students because they may remain in school until age 22. The blended curriculum and support services at Muskegon Covenant Academy work together to provide the kind of wraparound services needed to adequately address the needs of the students. Some students actually have the skills to thrive in the accelerated computer-based program (Edgenuity), but may require other kinds of emotional and social support to remain in school, to stay focused and to succeed; others need a great deal more guidance and intervention to get them up to speed in their basic academic and social skills.

Most important, Muskegon Covenant Academy starts with a strong philosophy that puts the needs of the students first. Muskegon Covenant Academy helps motivate students by providing each with an individualized Education Development Plan (EDP) and a clear path to achieving their educational goals. Our first goal, after getting students back into school, is retention - making sure they stay in school. The second goal is progress – academically, socially and in developing life skills. Sometimes it is incremental, gradual progress, often measured in non-traditional, alternative ways. When the first two goals are met, graduation for students is often an inevitable outcome as a third goal. Muskegon Covenant Academy understands that not all students who come to the program vastly behind academically will make it to graduation. They will, however, all demonstrate measured progress in terms of their ability to function as responsible citizens of their communities, most of them capable of getting and holding onto jobs they otherwise may not have been capable of even accessing. As embedded in our mission, the entire Muskegon Covenant Academy staff approaches students in a non-judgmental way, demonstrating the kind of respect and the love one would expect from parents. That kind of treatment is at the core of the Muskegon Covenant Academy's guiding philosophy, which does produce desired outcomes.

**SCHEDULE 7-8**

**ADDRESS AND DESCRIPTION OF PROPOSED PHYSICAL PLANT; LEASE  
OR DEED FOR PROPOSED SITE; OCCUPANCY CERTIFICATE**



## **MUSKEGON COVENANT ACADEMY**

### **Building Description**

Muskegon Covenant Academy, 125 Catherine Ave, Muskegon, Michigan 49442: The Muskegon Covenant Academy is a brick structure (47,351 total square feet), flat roof, circa 1956, situated in a residential neighborhood one block north of Irwin Avenue and one block east of Peck Street. This is a one-story building with a gymnasium, small auditorium, and 22 classrooms. The building is situated on a 3.86 square acre parcel. The academy will be a combination of computer labs and direct instruction classrooms. Renovations to the structure will begin soon, and will include the installation of central air conditioning, internet connectivity wiring, restroom facility adjustments to high school students, and general cosmetic upgrades.



Lease-

Coming Soon